

AGREEMENT BETWEEN COUNTY AND ARKITEX STUDIO (Architect)

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION.

THIS AGREEMENT is made on the _____ day of _____, 2022,

Between the **COUNTY**: BRAZOS COUNTY, TEXAS
 c/o Brazos County Commissioners' Court
 Attention: County Judge
 200 South Texas Ave., Ste. 332
 Bryan, Texas 77803

and the **ARKITEX STUDIO (Architect)**: Arkitex Studio
 308 North Bryan Ave.
 Bryan, TX 77803

for the following **PROJECT**:

Complete a feasibility study and cost analysis for the potential remodel of the BISD Building, currently located at 101 N Texas Ave, Bryan, Texas, creating office space to house the newly created office of the (A) Public Defender and (B) potentially the Adult Probation Department. The Public Defender's Office may contain up to 42 employees by 2028. The Adult Probation Department contains 47 employees currently. Brazos County would like to receive options for the renovation of this building. These could include renovating a single floor and exterior improvements; renovating one floor for occupancy, one floor shelled, ready for build out in future years and exterior improvements; full renovation for full occupancy; expansion for both department possibilities; and/or other options. Brazos County anticipates completion of this study and analysis with the potential for design services to follow. Funding for each of these steps is contingent on budgetary approval by the Brazos County Commissioner's Court.

The COUNTY and (Architect) agree as set forth below.

ARTICLE I
(Architect) RESPONSIBILITY

1.1 (ARCHITECT)'S SERVICE

- 1.1.1 The (ARCHITECT)'S services consist of those services performed by the (ARCHITECT), (ARCHITECT)'S employees and the (ARCHITECT)'S consultants as enumerated in Articles 2 and 3 of this Agreement.
- 1.1.2 The (ARCHITECT)'S services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. The (ARCHITECT) shall submit for the COUNTY'S approval, a schedule for the performance of the (ARCHITECT)'S services which may be adjusted as the Project proceeds and shall include allowances for periods of time required for the COUNTY'S review and for

approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the COUNTY shall not, except for reasonable cause, be exceeded by the (ARCHITECT) or the COUNTY.

ARTICLE II
SCOPE OF (ARCHITECT)'S BASIC SERVICES

2.1 DEFINITION

- 2.1.1 The (ARCHITECT)'S Basic Services consist of those described in attached Exhibit "1" and incorporated by reference hereto – SCOPE OF BASIC SERVICES TO BE PROVIDED 11 WEEKS AFTER AWARD, TO BRAZOS COUNTY.

ARTICLE III
ADDITIONAL SERVICES

3.1 GENERAL

- 3.1.1 The services described in attached Exhibit "1" as Additional Services are not included in the Basic Services. It is expressly understood and agreed that (ARCHITECT) shall not furnish any of the additional services without the prior written authorization of the COUNTY or the COUNTY'S designee. The COUNTY shall have no obligation to pay for such additional services, which have been performed without the prior written authorization of the COUNTY as herein above provided.
- 3.1.2.1 Services which could possibly be required, but at the time of this Agreement were yet to be determined and which are not included in the Basic Services or Additional Services as identified and described in EXHIBIT "1", shall be considered Contingent Additional Services. A list of possible Contingent Additional Services that could be needed as the Project proceeds is included at the end of Exhibit "1".
- 3.1.2.2 It is expressly understood and agreed that the (ARCHITECT) shall not furnish any of the Contingent Additional Services without the prior written authorization of the COUNTY or the COUNTY'S designee. The COUNTY shall have no obligation to pay for such Contingent Additional Services, which have been performed without the prior written authorization of the COUNTY as herein above provided.

ARTICLE IV
COUNTY'S RESPONSIBILITY

- 4.1 The COUNTY shall provide full information regarding requirements for the Project, including a program, which shall set forth the COUNTY'S objective, schedules, constraints and criteria.
- 4.2 The COUNTY shall establish and update an overall budget for the Project, including the Construction Cost, the COUNTY'S other costs and reasonable contingencies related to all of these costs.
- 4.3 The COUNTY shall designate a representative authorized to act on the COUNTY'S behalf with respect to the Project. The COUNTY, or such authorized representative, shall render decisions in a timely manner pertaining to documents submitted by the (ARCHITECT) in order to avoid unreasonable delay in the orderly and sequential progress of the (ARCHITECT)'S service.

- 4.4 The COUNTY shall give prompt written notice to the (ARCHITECT) if the COUNTY becomes aware of any fault or defect in the Project or non-conformance with the contract documents. Any delay by the COUNTY in providing said notice shall not constitute a waiver, a bar or act to estop the COUNTY from exercising any of its rights under this contract.
- 4.5 Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the (ARCHITECT), obtain advice of an attorney, insurance counselor and other consultants as the COUNTY deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the (ARCHITECT).
- 4.6 The proposed language of certificates or certifications requested of the (ARCHITECT) or the (ARCHITECT)'S consultants shall be submitted to the (ARCHITECT) for review and approval at least 14 days prior to execution. The COUNTY shall not request certifications that would require knowledge or services beyond the scope of this Agreement.
- 4.7 The COUNTY shall also provide those specific items identified in the attached Exhibit 1 incorporated by reference hereto – ITEMS TO BE PROVIDED BY THE COUNTY TO THE (ARCHITECT).

ARTICLE V PROJECT COST

5.1 DEFINITION

- 5.1.1 The Project Cost shall be the total cost or estimated cost to the COUNTY of all elements of the Project designed or specified by the (ARCHITECT).
- 5.1.2 The Project Cost shall include the cost at current market rates of labor and materials furnished by the COUNTY and equipment designed, specified, selected or specially provided by the (ARCHITECT), plus a reasonable allowance for the Contractor's overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the work during construction.
- 5.1.3 Project Cost does not include the compensation of the (ARCHITECT) and the (ARCHITECT)'S consultants, financing or other costs which are the responsibility of the COUNTY.

5.2 RESPONSIBILITY FOR PROJECT COSTS

- 5.2.1 Evaluations of the COUNTY'S Project budget, preliminary estimates of Project Cost and detailed estimates of Project Cost, if any, prepared by the (ARCHITECT), represent the (ARCHITECT)'S best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the (ARCHITECT) nor the COUNTY has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the (ARCHITECT) cannot and does not warrant or represent that bid or negotiated prices will not vary from the COUNTY'S Project budget or from any estimate of Construction Cost or evaluation prepared or agreed to by the (ARCHITECT).

ARTICLE VI
USE OF (ARCHITECT)'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

- 6.1 The COUNTY shall be the absolute and unqualified owner of all drawings, preliminary layouts, record drawings, sketches and other documents prepared pursuant to this Agreement by the (ARCHITECT) with the same force and effect as if the COUNTY prepared same. Copies of complete or partially completed mylar reproducible, preliminary layouts, record drawings, sketches and other documents prepared pursuant to this Agreement shall be delivered to the COUNTY when and if this Agreement is terminated or upon completion of this Agreement, whichever occurs first. The (ARCHITECT) may retain one set of reproducible copies of the documents and these copies shall be for the (ARCHITECT)'S sole use in preparation of studies or reports for the COUNTY. The (ARCHITECT) is expressly prohibited from selling, licensing, or otherwise marketing or donating these documents, or using the documents in preparation of other work for any other client, without the prior express written permission of the COUNTY.
- 6.2 All documents including reports, drawings and specifications prepared by the (ARCHITECT) pursuant to this Agreement are instruments of service in respect of the Project. They are not intended or represented to be suitable for reuse by the COUNTY or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by the (ARCHITECT) for the specific purposes intended will be at the COUNTY'S sole risk and without liability or legal exposure to the (ARCHITECT). Any such verification or adaptation will entitle the (ARCHITECT) to further compensation at rates to be agreed upon by the COUNTY and the (ARCHITECT).
- 6.3 Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the (ARCHITECT)'S reserved rights.

ARTICLE VII
TERMINATION, SUSPENSION OR ABANDONMENT

- 7.1 This Agreement may be terminated by either party upon not less than fourteen (14) days written notice should the other party fail to substantially perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.
- 7.2 If the COUNTY suspends the Project for more than thirty (30) consecutive days, the (ARCHITECT) shall be compensated for services performed prior to notice of such suspension.
- 7.3 This Agreement may be terminated by the COUNTY upon not less than fourteen (14) days written notice to the (ARCHITECT) in the event that the Project is permanently abandoned. If the COUNTY abandons the Project for more than ninety (90) consecutive days, the (ARCHITECT) may terminate this Agreement by giving written notice.
- 7.4 If the COUNTY fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, the (ARCHITECT) may,

after giving seven (7) days written notice to the COUNTY, suspend services under this Agreement.

7.5 Failure of the COUNTY to make payments to the (ARCHITECT) in accordance with this Agreement shall be considered substantial nonperformance and cause for termination.

7.6 If the COUNTY fails to make payment when due to the (ARCHITECT) for services and expenses, the (ARCHITECT) may, upon seven (7) days written notice to the COUNTY, suspend performance of services under this Agreement. Unless the (ARCHITECT) receives payment in full within seven (7) days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the (ARCHITECT) shall have no liability to the COUNTY for delay or damage caused by the COUNTY because of suspension of services.

7.7 In the event of termination that is not the fault of the (ARCHITECT), the (ARCHITECT) shall be compensated for services performed prior to termination, together with Reimbursable Expenses, if any, then due.

7.8 TERMINATION BY THE OWNER FOR CAUSE

7.8.1 The Owner may terminate the Contract if the (ARCHITECT):

7.8.1.1 persistently or repeatedly refuses or fails to adhere to the schedule approved by Brazos County;

7.8.1.2 fails to make prompt payment to Subcontractors in accordance with the respective agreement between the (ARCHITECT) and the Subcontractors;

7.8.1.3 persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or;

7.8.1.4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

7.8.2 When any of the above reasons exist and the Owner believes that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the (ARCHITECT) seven (7) days written notice, terminate employment of the (ARCHITECT) and may, subject to any prior rights of the surety:

7.8.2.1 take possession of any and all drawings, notes, plans, specifications, or other documents produced for this contract by the (ARCHITECT);

7.8.2.2 accept assignment of subcontracts pursuant to this contract; and

7.8.2.3 finish the Work by whatever reasonable method the Owner may deem expedient.

7.8.3 When the Owner terminates the Contract for one of these reasons stated, the (ARCHITECT) shall not be entitled to receive further payment until the Work is finished.

7.8.4 If the unpaid balance of the Contract Sum exceeds cost of finishing the Work, including compensation for the Engineer's services and expenses made necessary thereby, such excess shall be paid to the (ARCHITECT). If such costs exceed the unpaid balance, the (ARCHITECT) shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

7.9 SUSPENSION BY OWNER FOR CONVENIENCE

7.9.1 The Owner may, without cause, order the (ARCHITECT) in writing to suspend, delay, or interrupt the Work in whole or in part for such period of time as the Owner may determine.

7.9.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption as described in this contract. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent:

- 7.9.2.1 that performance is, was, or would have been so suspended, delayed, or interrupted by another cause for which the (ARCHITECT) is responsible; or
- 7.9.2.2 that an equitable adjustment is made or denied under another provision of the Contract.

7.10 TERMINATION BY THE OWNER FOR CONVENIENCE

- 7.10.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.
- 7.10.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the (ARCHITECT) shall:
 - 7.10.2.1 cease operations as directed by the Owner in the notice;
 - 7.10.2.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
 - 7.10.2.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders, and enter into no further subcontracts and purchase orders.
- 7.10.3 In case of such termination for the Owner's convenience, the (ARCHITECT) shall be entitled to receive payment for Work executed and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE VIII
MISCELLANEOUS PROVISIONS

- 8.1 Unless otherwise provided, this Agreement shall be governed by the law of the principal place of business of the COUNTY. Venue for any dispute or disagreement regarding the terms of this Agreement shall be in Brazos County, Texas.
- 8.2 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitation shall commence to run not later than either the date of Construction Substantial Completion, or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion of Construction.
- 8.3 The COUNTY and the (ARCHITECT), respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representative of such other party with respect to all covenants of this Agreement. Neither the COUNTY nor the (ARCHITECT) shall assign this Agreement without the express written consent of the other party.
- 8.4 This Agreement represents the entire integrated agreement between the COUNTY and the (ARCHITECT) and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the COUNTY and the (ARCHITECT).
- 8.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the COUNTY or the (ARCHITECT).
- 8.7 The (ARCHITECT) shall have the right to include representations of the design of the Project, including photographs, among the (ARCHITECT)'S promotional professional

materials. The (ARCHITECT)'S materials shall not include the COUNTY'S confidential or proprietary information, if the COUNTY has previously advised the (ARCHITECT) in writing of the specific information considered by the COUNTY to be confidential or proprietary.

- 8.8 COMPLIANCE AND STANDARDS. The (ARCHITECT) agrees to perform the work hereunder in accordance with generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the (ARCHITECT) profession to comply with all applicable state, federal and local laws, ordinances, rules and regulations relating to the work to be performed hereunder and the (ARCHITECT)'S performance.
- 8.9 INDEMNIFICATION: (ARCHITECT) shall save and hold harmless the COUNTY from and against any and all claims and liability due to activities of the (ARCHITECT), its agents or employees, performed under this Agreement and which result from any negligent act, error, or omission of the (ARCHITECT), or of any person employed by the (ARCHITECT). The (ARCHITECT) shall also save harmless the COUNTY from and against any and all expenses, including attorney's fees which might be incurred by the COUNTY in litigation, or otherwise, resisting said claims or liabilities which might be imposed on the COUNTY as the result of such activities by the (ARCHITECT), its agents or employees.
- 8.10 LIQUIDATED DAMAGES: It is acknowledged that the (ARCHITECT)'s failure to achieve substantial completion of the Work within the Contract Time provided by the Contract Documents will cause the COUNTY to incur substantial economic damages and losses of types and in amounts which are impossible to compute and ascertain with certainty as a basis for recovery by the COUNTY of actual damages, and that liquidated damages represent a fair, reasonable and appropriate estimate thereof. Accordingly, in lieu of actual damages for such delay, the (ARCHITECT) agrees that liquidated damages may be assessed and recovered by the COUNTY as against (ARCHITECT) and its Surety, in the event of delayed completion and without the COUNTY being required to present any evidence of the amount or character of actual damages sustained by reason thereof; therefore (ARCHITECT) shall be liable to the COUNTY for payment of liquidated damages in the amount of one-hundred dollars (\$100.00) for each day that Substantial Completion is delayed beyond the Contract Time as adjusted for time extensions provided by the Contract Documents. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty, and (ARCHITECT) shall pay them to COUNTY without limiting COUNTY's right to terminate this agreement for default as provided elsewhere herein.

ARTICLE IX PAYMENTS TO THE (ARCHITECT)

- 9.1 PAYMENTS ON ACCOUNT OF BASIC SERVICES
- 9.1.1 Upon approval by the COUNTY, or the COUNTY'S designee, payment for Basic Services shall be made monthly and shall be in proportion to services performed that month within each phase of service.
- 9.2 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES
- 9.2.1 Upon approval by the COUNTY or the COUNTY'S designee of the (ARCHITECT)'S statement of services rendered, or expenses incurred, payment on account of the

(ARCHITECT)'S Additional Services and for Reimbursable Expenses shall be made monthly.

9.3 PAYMENTS WITHHELD

9.3.1 No deductions shall be made from the (ARCHITECT)'S compensation on account of penalty, liquidated damages or other sums withheld from payments to Contractors, or on account of the cost of changes in the Work other than those for which the (ARCHITECT) has been found to be liable.

9.4 (ARCHITECT)'S ACCOUNTING RECORDS

9.4.1 Records of Reimbursable Expenses pertaining to Additional Services and services performed on an hourly basis shall be available to the COUNTY or the COUNTY'S authorized representative at mutually convenient times.

9.5 LIMIT OF APROPRIATION

9.5.1 Prior to the execution of this Agreement, the (ARCHITECT) has been advised by the COUNTY and the (ARCHITECT) fully understand and agrees, such understanding and agreement being of the absolute essence to this Agreement, that the total maximum compensation that (ARCHITECT) may become entitled to hereunder, and the total maximum sum that the COUNTY shall become liable to pay to the (ARCHITECT) hereunder, shall not, under any conditions, circumstances or interpretations hereof, exceed the sum certified as available by the County Auditor in the Auditor's Certificate attached hereto.

ARTICLE X
BASIS OF COMPENSATION

The COUNTY shall compensate the (ARCHITECT) from funds obtained through current revenue of Brazos County as follows:

10.1 BASIC COMPENSATION

10.1.1 For Basic Services, as described in Article 2, Basic Compensation shall be computed as follows (In accordance with the attached Exhibit "1" incorporated by reference hereto, SCHEDULE OF FEES.):

10.2 COMPENSATION FOR ADDITIONAL SERVICES

10.2.1 For Additional Services of the (ARCHITECT), as described in Article 3, compensation shall be computed as follows (In accordance with the attached Exhibit "1" incorporated by reference hereto, SCHEDULE OF FEES.):

10.3 COMPENSATION FOR CONTINGENT ADDITIONAL SERVICES

10.3.1 For Contingent Additional Services of the (ARCHITECT), as described in Article 3, compensation shall be computed as follows: (In accordance with the attached Exhibit "1" incorporated by reference hereto, SCHEDULE OF FEES.):

10.3.2 Payments shall be made by the COUNTY in accordance with Texas Government Code Chapter 2251. The COUNTY shall pay the (ARCHITECT)'S invoice as approved by the COUNTY'S designee within thirty (30) days after the COUNTY'S designee's approval of the same, provided that the approval or payment of any such invoice shall not be considered to be evidence of performance by the (ARCHITECT) to the point indicated by

such invoice or of receipt or acceptance by the COUNTY of the work covered by such invoice.

ARTICLE XI

OTHER CONDITIONS OR SERVICES

11.1 INSURANCE

- 11.1.1 The (ARCHITECT) shall file with the COUNTY a Certificate of Errors and Omissions Insurance having minimum limits of One Million and No/100 Dollars (\$1,000,000.00) for each occurrence and annual One Million and No/100 Dollars (\$1,000,000.00) aggregate. Such Errors and Omissions Insurance shall have a deductible not in excess of Two Hundred Thousand and No/100 Dollars (\$200,000.00) self-insured. Such Certificate shall bear the endorsement "Not to be canceled without thirty (30) days prior notice to BRAZOS COUNTY, TEXAS." The (ARCHITECT) shall maintain the Errors and Omissions Insurance at all times this Agreement is in effect and for a period of five (5) years after completion of the Project. Failure to maintain the required insurance shall be deemed to be a material breach of this Agreement.
- 11.1.2 The (ARCHITECT) shall also provide Worker's Compensation, automobile and comprehensive general liability policies. The (ARCHITECT) shall deliver the insurance certificates to the COUNTY. The coverage provided herein shall contain an endorsement providing thirty (30) days notice to the COUNTY prior to any cancellation of coverage. Said coverage shall be written by an insurer acceptable to the COUNTY and shall be in a form acceptable to the COUNTY. If the (ARCHITECT) has canceled or allowed to lapse any of these insurance policies, then the COUNTY may pay for such insurance and may hold the amount of such payment out of the (ARCHITECT)'s fees or be otherwise reimbursed. Failure to maintain the required insurance shall be deemed to be a material breach of this Agreement.

11.2 PERIODS OF SERVICE

- 11.2.1.1 The (ARCHITECT) shall begin work immediately upon receipt of the Notice-to-Proceed in writing by the COUNTY or the COUNTY's designee. The project will proceed according to the schedule shown in Exhibit "1". The schedule makes certain assumptions regarding review processes and other activities that are beyond the control of the (ARCHITECT).
- 11.2.1.2 Working days shall be defined as standard workdays between Monday and Friday, exclusive of holidays.
- 11.2.3 This schedule assumes an orderly progression of the (ARCHITECT)'S services. Delays beyond the control of the (ARCHITECT) may be cause for extension of this period of service, in which case the (ARCHITECT) shall submit in writing to the COUNTY its request for such extensions a minimum of thirty (30) calendar days prior to the end of the affected service period.
- 11.2.2 If the COUNTY has requested significant modifications or changes in the general scope, extent or character of the Project, the time or performance of the (ARCHITECT)'S services shall be adjusted equitably.

11.3 STATEMENT OF CONFLICTS OF INTREST (IF ANY)

- 11.3.1 The (ARCHITECT) or key employees may have regarding these services, and a plan for mitigating the conflict(s). Note that Brazos County may in its sole discretion determine whether or not a conflict disqualifies a firm, and/or whether or not a conflict mitigation plan is acceptable.

11.4 SYSTEM FOR AWARD MANAGEMENT

11.4.1 (ARCHITECT) and its Principals shall not be debarred or suspended nor otherwise on the Excluded Partis List System (EPLS) as its principals are not listed (or not debarred) through the System for Award Management (www.SAM.gov).

11.5 EQUAL EMPLOYEMENT OPPORTUNITY (2 CFR 200 APPENDEX II (C) AND 41 CFR §60-1.4(b))

11.5.1 Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-4.1(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 2 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Oder 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

11.5.2 41 CFR 60-1.4 Equal opportunity clause.

11.5.2.1 (b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contact, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:

11.5.2.1.1 During the performance of this contract, the (ARCHITECT) agrees as follows:

11.5.2.1.1.1 The (ARCHITECT) will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

11.5.2.1.1.2 The (ARCHITECT) will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

11.5.2.1.1.3 The (ARCHITECT) will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or other employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee’s essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an

- investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- 11.5.2.1.1.4 The (ARCHITECT) will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 11.5.2.1.1.5 The (ARCHITECT) will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 11.5.2.1.1.6 The (ARCHITECT) will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 11.5.2.1.1.7 In the event of the (ARCHITECT)'s noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 11.5.2.1.1.8 The (ARCHITECT) will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The (ARCHITECT) will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:
- 11.5.2.1.1.8.1 Provided, however, that in the event a (ARCHITECT) becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
- 11.5.2.1.1.8.2 The (ARCHITECT) further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: provided, that if the (ARCHITECT) so participating is a State or local government, the above equal opportunity clause is not applicable to any agency instrumentality or subdivision of such government which does not participate in work on or under the contract.
- 11.5.2.1.1.8.3 The (ARCHITECT) agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the

administering agency in the discharge of the agency's primary responsibility for securing compliance.

11.5.2.1.1.8.4 The (ARCHITECT) further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the (ARCHITECT) agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the (ARCHITECT) under the program with respect to which the failure or refund occurred until satisfactory assurance of further compliance has been received from such (ARCHITECT); and refer to case to the Department of Justice for appropriate legal proceedings.

11.6 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701-3708) (2 CFR 200 APPENDIX II (E))

11.6.1 Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at the rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provided that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

11.7 RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT (2 CFR 200 APPENDIX II (F))

11.7.1 If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

11.8 CLEAN AIR ACT (42 U.S.C. 7401-7671Qq.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251-1387), AS AMENDED (2 CFR 200 APPENDIX II (G))

11.8.1 Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or

regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- 11.9 DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689) (2 CFR 200 APPENDIX II (H))
- 11.9.1 A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusion in the System for Award Management (SAM), in accordance with the OMB guidelines a 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 11.10 BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352) (2 CFR 200 APPENDIX II (I) AND 24 CFR §570.303)
- 11.10.1 (ARCHITECT)s that apply or bid for any award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 11.11 SEE 2 CFR §200.323. (2 CFR 200 APPENDIX II (J))
- 11.12 SEE 2 CFR §200.316. (2 CFR 200 APPENDIX II (K))
- 11.13 SEE 2 CFR §200.322. (2 CFR 200 APPENDIX II (L))
- 11.14 The Federal awarding agency must establish conflict of interest policies for Federal awards. The non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy. (2 CFR 200.112)
- 11.15 The Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to

periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable. (2 CFR 200.336)

11.16 CONTRACTING WITH HUB, SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS. (2 CFR 200.321)

11.16.1 The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

11.16.2 Affirmative steps must include:

11.16.2.1 Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

11.16.2.2 Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

11.16.2.3 Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

11.16.2.4 Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

11.16.2.5 Using the services and assistance as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

11.16.2.6 Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (i) through (v) of this section.

11.17 Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three (3) years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entities must not impose any other record retaining requirements upon non-Federal entities. (2 CFR 200.334) They only exceptions are the following:

11.17.1 If any litigation, claim, or audit is started before the expiration of the three-year period, the records must be retained until all litigation, claims, or audit findings involved the records have been resolved and final action taken.

11.17.2 When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

11.17.3 Records for real property and equipment acquired with Federal Funds must be retained for three (3) years after final disposition.

11.17.4 When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the three-year retention requirements is not applicable to the non-Federal entity.

11.17.5 Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

11.17.6 Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting

computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

11.17.6.1 If submitted for negotiation. If the proposal, plan or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the three-year retention period for its supporting records starts from the date of such submission.

11.17.6.2 If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the three-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

11.18 CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED (TEXAS GOVERNMENT CODE 2252.152)

11.18.1 A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153. The term “foreign terrorist organization” in this paragraph has the meaning assigned to such a term in Section 2252.151(2) of the Texas Government Code.

11.19 PROVISION REQUIRED IN CONTRACT (TEXAS GOVERNMENT CODE 2271)

11.19.1 In between a governmental entity and a company with then (10) or more full-time employees; and

11.19.2 Has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

11.19.3A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

11.19.3.1 Does not boycott Israel; and

11.19.3.2 Will not boycott Israel during the term of the contract

11.20 The contract award is contingent upon the receipt of ARP Act funds. If no such funds are awarded, the contract shall terminate.

11.21 Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. (42 U.S.C. 6201)

11.22 TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

11.22.1 The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. §2000d et seq) as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with “Limited English Proficiency” in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

11.23 THE FAIR HOUSING ACT, TITLE VIII OF THE CIVIL RIGHTS ACT OF 1968 (42 U.S.C. § 3601 ET SEQ.)

11.23.1 Which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.

11.24 AGE DISCRIMINATION ACT OF 1975

11.24.1 The (ARCHITECT) shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

11.25 AMERICANS WITH DISABILITIES ACT

11.25.1 (ARCHITECT) shall not discriminate against a qualified individual with a disability and shall comply with the Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. 12101 et seq. and any property promulgated rules and regulations related thereto.

11.26 CONFLICTS OF INTREST

11.26.1 GOVERNING BODY

11.26.1.1 No member of the governing body of the County and no other officer, employee, or agent of the County who exercises any functions or responsibilities in connection with administration, construction, engineering, or implementation of award between the Department of Treasury and the County, shall have any personal financial interest, direct or indirect, in the (ARCHITECT) or this Contract; and the (ARCHITECT) shall take appropriate steps to assure compliance.

11.26.2 OTHER LOCAL PUBLIC OFFICIALS

11.26.2.1 No other public official, who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering, or implementation of the ARPA award between the Department of Treasury and the County, shall have any personal financial interest, direct or indirect, in the (ARCHITECT) or this Contract; and the (ARCHITECT) shall take appropriate steps to assure compliance.

11.26.3 THE (ARCHITECT) AND EMPLOYEES

11.26.3.1 The (ARCHITECT) warrants and represents that it has no conflict of interest associated with the ARPA award between the Department of Treasury and the County of this Contract. The (ARCHITECT) further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the ARPA ward between the Department of Treasury and the County or in any business, entity, organization, or person that may benefit from the award. The (ARCHITECT) further agrees that it will not employ an individual with a conflict of interest as described herein.

11.27 ACCESS TO RECORDS

11.27.1 The U.S. Department of Treasury, Inspectors General, the Comptroller General of the United States, and the Texas Division of Emergency Management and the County, or any of their authorized representatives, shall have access to any documents, papers, or other records of the (ARCHITECT) which are pertinent to the ARPA award, in order to make audits, examinations, excerpts, and transcripts and to closeout the County's ARPA contract with the Department of Treasury.

11.28 RETAINAGE OF RECORDS

11.28.1 Grantees or subgrantees must retain all required records for three (3) years after grantee or subgrantees make final payments and all other pending matters are closed.

11.29 TERMINATION FOR CAUSE

11.29.1 If the (ARCHITECT) fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the (ARCHITECT) violates any of the covenants, conditions, agreements, or stipulations of this Agreement, the County shall have the right to terminate this Agreement by giving written notice to the (ARCHITECT) of such termination and specifying the effective date thereof, which shall be at least fourteen (14) days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the (ARCHITECT) pursuant to this Agreement shall, at the option of the County, be turned over to the County and become the property of the County. In the event of termination for cause, the (ARCHITECT) shall be entitled to receive reasonable compensation for any necessary services actually and satisfactory performed prior to the date of termination.

11.29.2 Notwithstanding the above, the (ARCHITECT) shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of contract by the (ARCHITECT), and the County may set-off the damages incurred as a result of the (ARCHITECT)'s breach of contract from any amounts that might otherwise owe the (ARCHITECT).

11.30 TERMINATION FOR CONVENIENCE OF THE COUNTY

11.30.1 County may at any and for any reason terminate (ARCHITECT)'s services and work at County's convenience upon providing written notice to the (ARCHITECT) specifying the extent of termination and the effective date. Upon receipt of such notice, (ARCHITECT) shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities, and supplies in connection with the performance of this Agreement.

11.31 INCREASING SEAT BELT USE IN THE UNITED STATES

11.31.1 Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its (ARCHITECT) to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

11.32 REDUCING TEXT MESSAGING WHILE DRIVING

11.32.1 Pursuant to Executive Order 13513, 74 RF 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and (ARCHITECT) to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

11.33 SECTION 504 OF THE REHABILITATION ACT OF 1973

11.33.1 As amended (29 U.S.C. §794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.


This Agreement entered into as of the day and year first written above.

The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolution extending said authority have been duly passed and are now in force and effect.

BRAZOS COUNTY, TEXAS

(ARCHITECT) FIRM

Duane Peters, County Judge



by:
Principal

Acting by and through the authority of
the Brazos County Commissioners Court

Attest:

County Clerk

Approved as to Form:

Assistant County Attorney

ATTACHMENT "A"
FEASIBILITY STUDY FOR RENOVATION OF BISD BUILDING
REQUEST FOR QUALIFICATIONS CIP 22-649



Improving Lives.

Building Community.

308 N. Bryan Ave.
Bryan, TX 77803
P (979) 821-2635
F (979) 775-8224
www.arkitex.com



Statement of Qualifications

PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES
FEASIBILITY STUDY FOR RENOVATION OF BISD BUILDING
RFQ No. CIP 22-649
DATE OCTOBER 4, 2022



308 N. Bryan Ave.
Bryan, TX 77803
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October 4, 2022

Brazos County Administration Building
Brazos County Purchasing Department
200 S. Texas Ave. Suite 352
Bryan, TX 77803

Re: RFQ for Feasibility Study for Renovation of BISD Building
Brazos County, Purchasing Department
200 S. Texas Ave. Suite 352, Bryan, Texas
RFQ No. CIP22-649

Dear Selection Committee Members,

At Arkitex Studio, we aim to develop design solutions that improve lives and build community. There is no better place to deliver on this than here in our hometown of Brazos County. We believe we make a great design partner for the Feasibility Study for Renovation of the BISD Building for the following reasons:

LOCALLY INVESTED - The Arkitex Studio is a boutique firm by design. We don't work everywhere. We live, work, and play here in Brazos County, Texas. Since our founding, we have completed hundreds projects within Brazos County. We view our fierce commitment to serving local clients as an asset. Not only do we have a vested interest in the success of our projects since they are part of our communities, but we have in-depth knowledge of local soil conditions, building requirements, zoning needs, and community preferences. Our deep local knowledge and experience fuel confidence in our solutions and saves our clients time and headache.

EXPERIENCE AND PERFORMANCE - We have been delivering design services and projects for public entities in the Brazos Valley for many years. We have assembled a design team with an established working relationship, and we are familiar with the BISD Building having studied it for a client whom previously considered purchasing the building. Being located in Downtown Bryan, and having completed several downtown renovations, we have strong ties and an in-depth knowledge of the area.

INCLUSIVE & COLLABORATIVE APPROACH - We realize that publicly funded projects are composed of various stakeholders and interested parties that want their voices to be heard. Our team designs projects in an approachable manner to ensure our clients feel comfortable expressing their ideas and concerns. The result is a collaborative partnership where all the project stakeholders are part of the process, including the local community and neighborhood groups, building committees, and engineering and construction partners, resulting in increased confidence in the design solution.

We are confident our firm's qualifications, proposed project team, and experience will demonstrate a collective knowledge that promotes collaboration and operational success for your projects. Should you have any questions, please do not hesitate to contact us directly. We look forward to the next phase of your selection process.

Sincerely,

The Arkitex Studio

Eva Read-Warden, AIA
Principal

Mike Record, AIA
Principal

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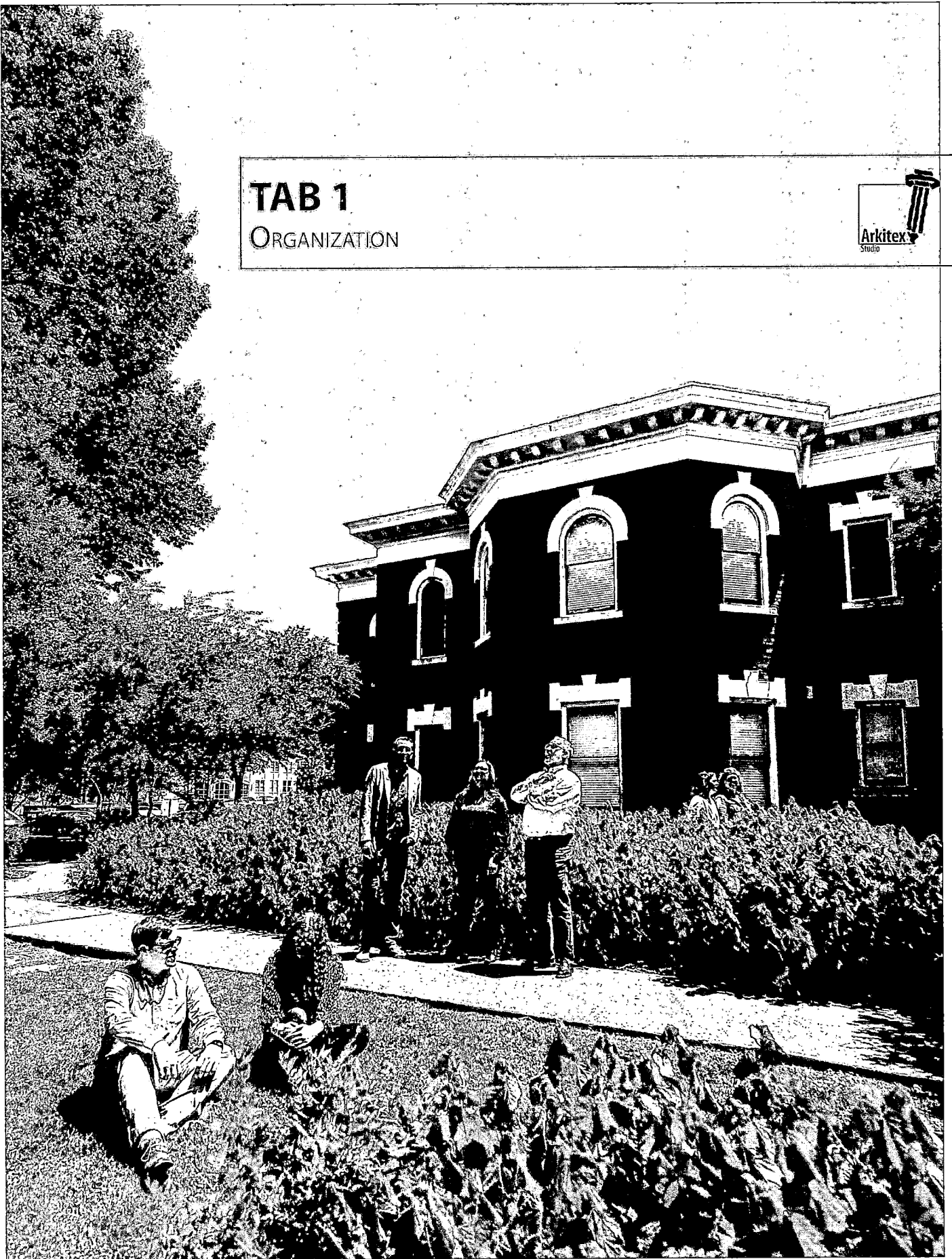
Requirements for Statement of Qualifications

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Brazos County / Feasibility Study for Renovation of BISD Building / RFQ No. CIP 22-649

TAB 1
ORGANIZATION





ORGANIZATION

Section 1.a-m

The Arkitex Studio, Inc Prime Firm / Architect

The Arkitex Studio is an alliance combining the personal and project experience of Eva Read-Warden, AIA, Mike Record, AIA, and Paul Martinez, AIA and three additional registered architects. Founded in 1995, by Charlie Burris, AIA and Elton Abbott, AIA and incorporated in 1996, The Arkitex Studio team has been serving the Brazos Valley for 27 years with unique design solutions for a wide variety of project types.

Looking to immerse ourselves in the community, we acquired a 1927 former dry goods store in Historic Downtown Bryan and adapted it to serve as our office building. Since doing so, we have enjoyed participating in the vibrant and active cultural arts district of downtown Bryan.

With our locally-based staff of 14, we have the availability to serve multiple clients and projects at any given time. Our firm has strong, established relationships, with local consultants and engineers and can assemble a local team of experts quickly to respond to the County's projects.

As architectural leaders, The Arkitex Studio staff is what makes the customer experience different from any other architectural firm out there. As a result, the processes and project approaches are different and the solutions The Arkitex Studio provides make a difference in the communities and markets we serve.

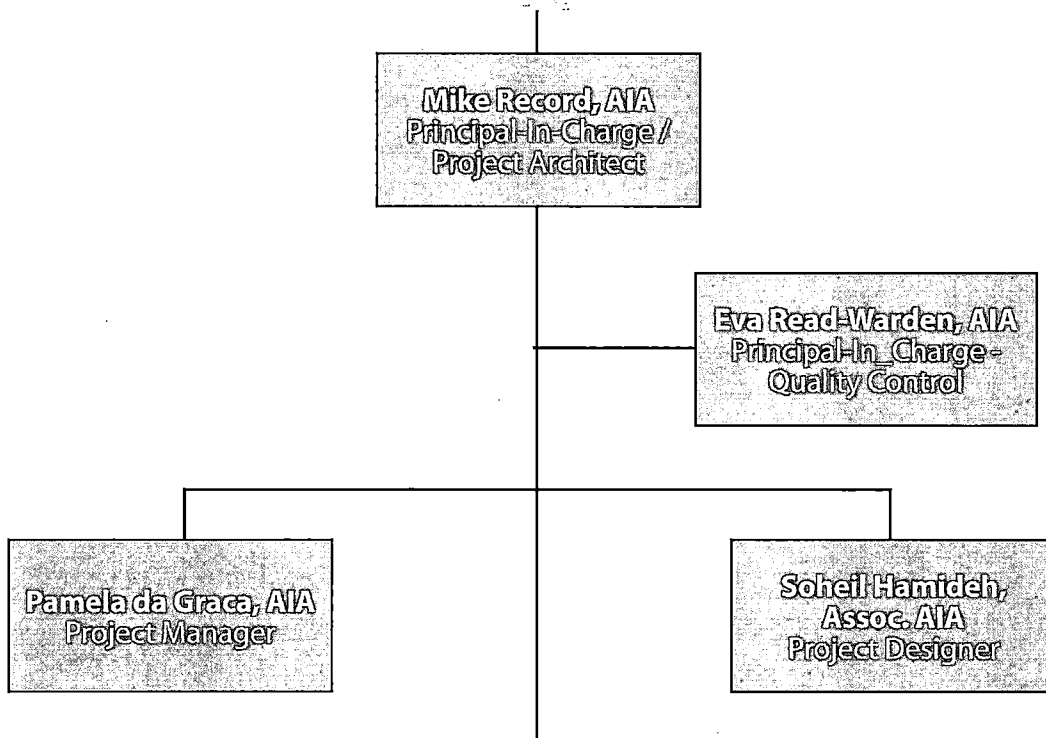
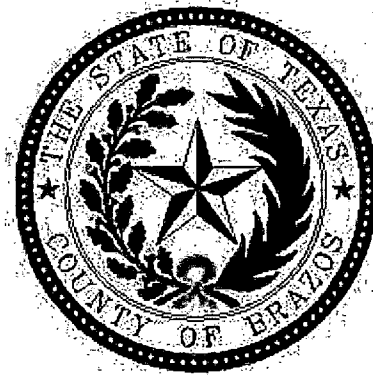
The Arkitex Studio is a woman and minority owned firm holding a HUB certification with the State of Texas.

Firm: The Arkitex Studio, Inc.
 Address: 308 N. Bryan Ave.
 Phone: 979.821.2635
 Fax: 979.775.8224
 Ownership: Corporation
 Established: 1995, incorporated 1996
 Primary Contact: Mike Record
 Email: mrsr@arkitex.com
 Managing Office Location: Bryan, Texas
 Years in Business: 27
 Years of Business under present name: 27
 Former names of Business: N/A
 Organizational Chart: Please see below
 Date of Incorporation: December 9, 1996
 State of Incorporation: Texas
 President's Name: Eva Read-Warden
 Vice President's Name: Mike Record
 Secretary's Name: Paul Martinez
 Treasurer's Name: N/A





FEASIBILITY STUDY FOR RENOVATION OF BISD BUILDING ORGANIZATIONAL CHART



SUBCONSULTANTS

Cleary Zimmermann
MEP Engineering

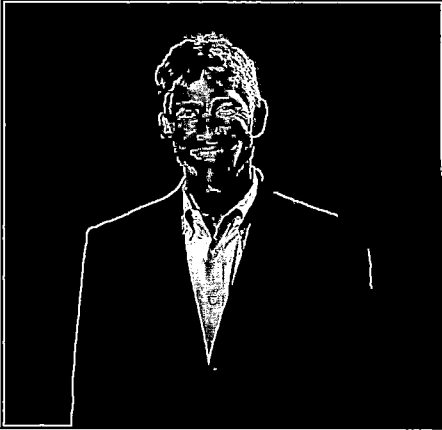
Randy Rogers, P.E.
Zac Stevenson, P.E.

DUDLEY
Structural Engineering

Rick Robertson, P.E.
Drew Dudley, P.E.

AG|CM
Cost Estimating

Paul Kullman
Jamie Escobar



Mike Record, AIA

Principal-In-Charge / Project Architect



Background:

Mike joined The Arkitex Studio in 1997 after working in Reston, Virginia and Houston. Mike has been the Principal-In-Charge responsible for many projects across the Brazos Valley. Mike is an excellent practitioner, with keen attention to detail. His design work for the 120 Main Street Renovation project received the 2005 Excellence in Architecture Merit award from AIA Brazos.

Experience:

35 years experience
25 years with Arkitex Studio

Education:

Bachelor of Environmental Design
Tau Sigma Delta Honors
Texas A&M University, 1987

Registration:

Architect, Texas
Registration #14376

Location:

Bryan, TX

Memberships & Leadership:

Texas Society of Architects

American Institute of Architects
Brazos Chapter AIA, President 2001

BRAZOS COUNTY AGRILIFE EXTENSION OFFICE

Bryan, TX | \$2,169,339 | Principal-In-Charge

This nearly 10,000 SF building houses offices, meeting, and conference space, and storage facilities. Special considerations included the provision of a multi-use conference room with a teaching kitchen and future ability to subdivide the space when needed. We provided a feasibility study of the existing building and used it as the basis of reference for programming.

BRYAN CITY HALL ANNEX

Bryan, TX | \$1,480,000 | Principal-In-Charge

Upon completion of their new justice center in 2009, the City asked The Arkitex Studio, to investigate renovating the building to alleviate overcrowding in the existing City Hall. We first provided a facility assessment of the existing building condition. The program of requirements called for office space for three governmental departments, Accounting, Human Resources, and Risk Management, and flexible space in the large basement. The total renovated area was 24,841 SF.

TEXAS A&M UNIVERSITY TTI OFFICE RENOVATION

College Station, TX | \$1,744,031 | Principal-In-Charge

Originally built in 2008 for the Texas Transportation Institute, this 3-story, 48,000 sf facility was geared towards very different use with much less demand for private offices. To meet the needs of the new User, the Texas A&M College of Economics and Political Science, without removing more of the interior building fabric than necessary, we developed a program and layout which increased the occupancy of the larger offices — adding electrical, data, and air conditioning — and divided some of the conference rooms into smaller offices.

TEXAS A&M UNIVERSITY TEES ENERGY SYSTEMS LAB

Bryan, TX | \$1,300,000 | Principal-In-Charge

The design of this new 4,000 SF office building pays tribute to the existing RELLIS Campus buildings by maintaining a low skyline, using low-sloped hipped roofs, incorporating the material palettes of new campus developments, and following campus master plan standards. Interior spaces consist of office areas, flexible work stations and hubs, conference rooms, and advisory suite.



Eva Read-Warden, AIA

Principal-In-Charge - Quality Control



Experience:

34 years experience
25 years with Arkitex Studio

Education:

Bachelor of Architecture,
Mississippi State University, 1988

Registration:

Architect, Texas
Registration #15353
NCARB Certificate Holder

Location:

Bryan, TX

Memberships & Leadership:

Texas Society of Architects, (TxA)
President 2022

American Institute of Architects
Brazos Chapter AIA,
President 2000 & 2011



Background:

Eva came to Bryan/College Station in 1994 after gaining experience working for architectural firms in Pennsylvania and New Mexico. Though locations and projects have been diverse, the challenge of turning ideas into real buildings has been a common thread. Eva relishes this challenge and enjoys helping clients through the process of seeing a vision realized. As a principal of The Arkitex Studio, Eva has managed commercial, public sector work, and religious projects. A member of the Texas Society of Architects, Eva has served as President of the Brazos Chapter of the American Institute of Architects in 2000 and 2011. Currently Eva serves as the President of the Texas Society of Architects and as a commissioner on the City of Bryan Historic Landmark Commission.

TAMU TEES ADDITION TO THE TURBOMACHINERY LAB

College Station, TX | \$2,157,087 | Principal-In-Charge / Project Manager
This 6,100 SF addition to the 1991 building includes office space and a large meeting room. The addition is on the North side of the building and contains 13 offices, a grad student work area, a work area with upper and lower cabinets and a copier, a 2,000 sf meeting room, restrooms and a mechanical/electrical room. The project included a review of the most appropriate way to provide cooling to the building with the possibility of up-sizing the existing air cooled chiller, installing an air cooled chiller for the expansion, or utilizing DX systems installed on the roof.

BLINN COLLEGE CENTRAL ADMINISTRATION RELOCATION

Bryan, TX | \$1,600,000 | Principal-In-Charge
Blinn selected a 22,400 SF space in the Tejas Center and hired The Arkitex Studio to space plan and design the interior. Services provided included programming of multiple departments, space planning of the new lease space, construction documents, bidding phase services, and construction administration.

WAYFAIR CALL CENTER RENOVATION

Bryan, TX | \$2,002,600 | Principal-In-Charge
The Arkitex Studio assisted Wayfair, the popular home goods company, with architectural and engineering services for renovation of their 50,000 SF Bryan call center. Services included schematic plan options, furniture layout, design for an expanded break room and other employee amenities, construction documents, and construction administration. The Arkitex Studio also assisted Wayfair with selection of a local contractor in order to provide pricing during the design phase of the work.

CENTRAL TEXAS SPORTS MEDICINE AND ORTHOPEDIC CENTER OF EXCELLENCE

Bryan, TX | \$6,200,00 | Principal-In-Charge
Central Texas Sports Medicine and Orthopedic Center of Excellence joined forces with the nationally-known sports training company D1 to provide comprehensive orthopedic and sports-related services to the Brazos Valley. The Arkitex Studio Inc worked with Brazos Valley Health Realty II, the property developer, to meet the needs for both entities, which resulted in a 47,900 square foot facility. A welcoming entry lobby leads visitors to both spaces on the first floor, as well as to the second-floor office suites.

Pamela da Graca, AIA

Project Manager



Experience:

12 years experience
12 years with Arkitex Studio

Education:

Bachelor of Environmental Design
Tau Sigma Delta Honors
Texas A&M University, 2007

Master of Architecture Graduate
Certificates in Sustainable Urbanism
& Historic Preservation
Texas A&M University, 2009

Registration:

Architect, Texas
Registration #27431
NCARB Cert. Holder #92621

Location:

Bryan, TX

Memberships & Leadership:

Texas Society of Architects

American Institute of Architects
Brazos Chapter AIA, President 2021



Background:

Pamela joined The Arkitex Studio in 2010 after a year working in historic site documentation. Her project experience with The Arkitex Studio includes institutional, municipal, and private sector work. Pamela's background in English and writing instilled a deep respect for the importance of communication. She brings creativity, critical thinking, and a commitment to excellence to her work, promoting sustainable design, preservation, and architecture as a means to benefit both her clients and the community overall.

Pamela was the 2021 President of the Brazos Chapter of the American Institute of Architects. She led the chapter's effort to procure and coordinate study materials for local architecture licensure candidates and has served as editor for the AIA Brazos newsletter, Archivoltum. She is also on the Texas Society of Architects (TxA) Publications Committee.

BRAZOS COUNTY AGRILIFE EXTENSION OFFICE

Bryan, TX | \$2,169,339 | Project Manager

This nearly 10,000 SF building houses offices, meeting and conference space, and storage facilities. Special considerations included the provision of a multi-use conference room with a teaching kitchen and future ability to subdivide the space when needed. We provided a feasibility study of the existing building and used it as the basis of design for programming.

BAYES ACHIEVEMENT CENTER

Huntsville, TX | \$2,462,000 | Project Manager

This 16,414 SF two-story metal building houses new classrooms, administrative space and a cafeteria for a private school.

CENTRAL TEXAS SPORTS MEDICINE ORTHOPEDIC CENTER OF EXCELLENCE

Bryan, TX | \$6,200,00 | Project Staff

Central Texas Sports Medicine and Orthopedic Center of Excellence joined forces with the nationally-known sports training company D1 to provide comprehensive orthopedic and sports-related services to the Brazos Valley. The Arkitex Studio Inc worked with Brazos Valley Health Realty II, the property developer, to meet the needs for both entities, which resulted in a 47,900 square foot facility. A welcoming entry lobby leads visitors to both spaces on the first floor, as well as to the second-floor office suites.

THE BANK AND TRUST RENOVATION

College Station, TX | \$2,850,000 | Project Staff

The renovation removed dark hallways and crowded office clusters, increasing the percentage of workspaces with exterior windows from 15% to 80% and with interior windows from 40% to 100% while maple veneer paneling and doors helped lighten the spaces further. The open office concept also improves workspace function, communication, and quality. An expansion into the old drive-through teller station added a new board room which is flooded with natural light from large windows.

Soheil Hamideh, Assoc. AIA

Project Designer



Background:

Soheil joined The Arkitex Studio in October 2015 after earning his Master of Architecture degree from Texas A&M University, with a graduate certificate in Health System and Design. During his career with the Arkitex Studio, Soheil has developed a great knowledge in planning and advanced building technologies combined with construction management skills through involvement in design and construction of various higher education and research facilities. Soheil's technical skills contribute to ensuring accuracy in project delivery methods as well as enhancing efficiency and risk-prevention during construction.

Education:

10 years of experience
7 years with Arkitex Studio

Education:

Bachelor of Architecture
Iran University of Science &
Technology, 20

Master of Architecture
Texas A&M University, 2015

Location:

Byran, TX



TEXAS A&M UNIVERSITY AGRILIFE PHEOTYPING GREENHOUSE

College Station, TX | \$6,644,595 | Project Manager

This Texas A&M University AgriLife Phenotyping Greenhouse includes two greenhouses connected to a head house by an enclosed link as well as outdoor space for soil processing, storage, and root washing. The head house includes not only the typical support work spaces, but also an instrument lab, a wet lab, and an imaging station. The facilities provide flexibility for multidisciplinary research, including investigators from agriculture, life science, and engineering backgrounds.

TEXAS A&M UNIVERSITY TEES ENERGY SYSTEMS LAB

Bryan, TX | \$1,300,000 | Project Manager

The design of this new 4,000 SF office building pays tribute to the existing building by maintaining a low skyline, using low-sloped hipped roofs, incorporating the material palates of new campus developments, and following campus master plan standards. Interior spaces consist of office areas, flexible work stations and hubs, conference rooms, and advisory suite.

TEXAS A&M UNIVERSITY TTI OFFICE RENOVATION

College Station, TX | \$1,744,031 | Project Manager

Originally built in 2008 for the Texas Transportation Institute, this 3-story, 48,000 sf facility was geared towards very different use with much less demand for private offices. To meet the needs of the new User, the Texas A&M College of Economics and Political Science, without removing more of the interior building fabric than necessary, we developed a program and layout which increased the occupancy of the larger offices — adding electrical, data, and air conditioning — and divided some of the conference rooms into smaller offices.

TEXAS A&M SECURE AMERICA INSTITUTE AT RELLIS

Bryan, TX | \$2,750,000 | Project Manager

The entry and office space in the building was completely remodeled to encourage collaboration. This includes the creation of a new meeting room (or Kiva) and turning the existing laboratory space into a conference room. The restrooms were updated with additional fixtures and new finishes. The plant area became a simulated manufacturing supply chain and distribution facility. The exterior of the building was modified to update the appearance to align with the current design standards at RELLIS and to create a more energy efficient building.

TAB 2

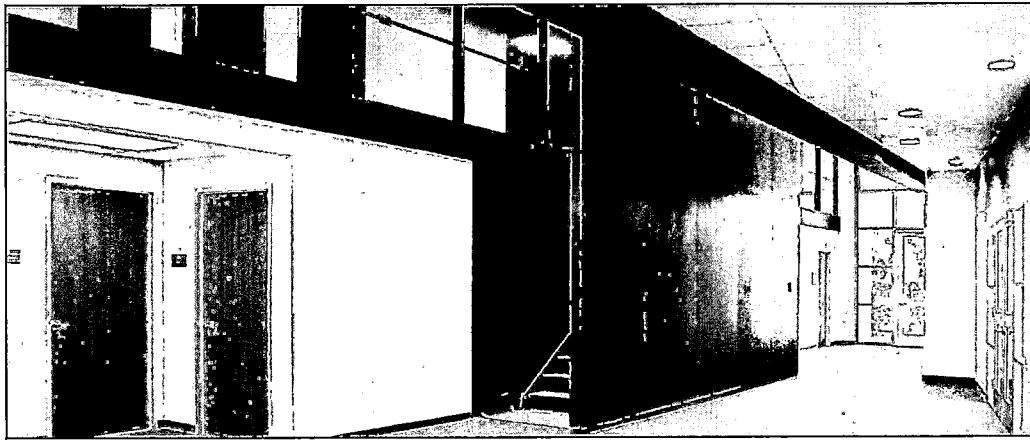
EXPERIENCE OF FIRM'S PROPOSED PERSONNEL





EXPERIENCE OF FIRM'S PROPOSED PERSONNEL

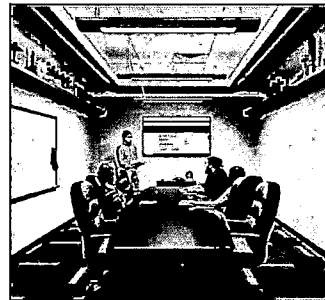
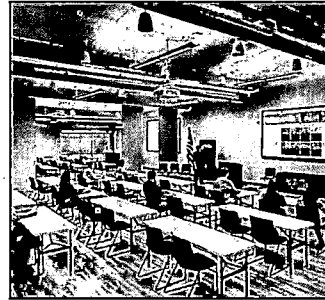
2.a - List five (5) related projects designed by your firm's proposed personnel. For each project, provide the name, type and scope of project, location (city or town), anticipated completion date, actual completion date, number and amount of change orders, names, phone numbers, and email address of the owner.





BRAZOS COUNTY AGRILIFE EXTENSION OFFICE

BRYAN, TEXAS



Type:
New Construction

Delivery Method:
Design-Bid-Build

Final Construction Cost:
\$2,169,339

Size:
10,000 SF

Anticipated Completion:
January 2021

Project Completed:
August 2021

Professional Services:
The Arkitek Studio, Inc. -
Architectural & Engineering

**Project Manager/
Architect:**
Mike Record, AIA

Project Designer:
Pamela da Graca

**Number & Amount of
Change Orders:**
One Change Order
to **credit** \$60,000 of
the owner's \$100,000
contingency amount
not spent during
construction.

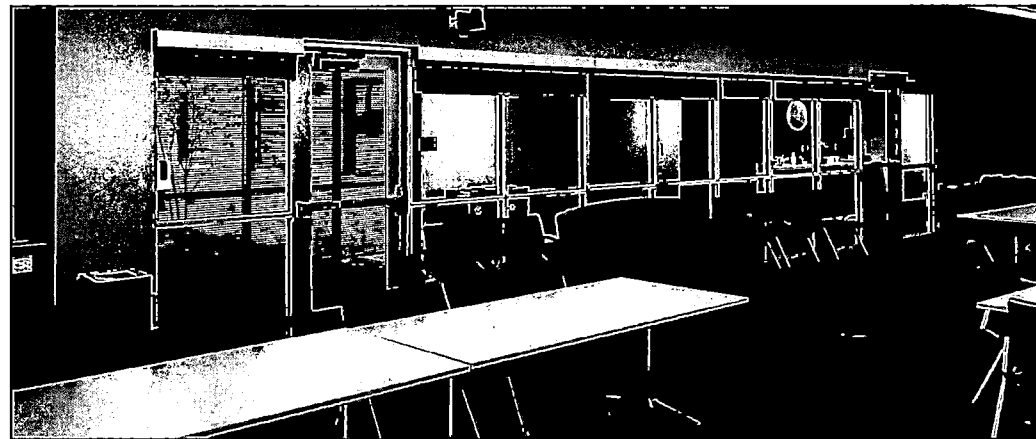
Owner:
Charles Wendt
Brazos County
979-361-4292 or 979-446-
9800
200 S Texas Ave, Suite 352,
Byran, TX 77803
cwendt@brazoscountytexas.gov

This nearly 10,000 sq ft building houses offices, meeting / conference space, and storage facilities. Special considerations included the provision of a multi-use conference room with a teaching kitchen and future ability to subdivide the space when needed. Security planning allowed for portions of the facility to be accessed after hours while locking other areas and not duplicate functions which would be used by both. The project was substantially complete in August 2021.



TEXAS A&M TURBO MACHINERY OFFICE ADDITION

COLLEGE STATION, TEXAS



The Turbomachinery Laboratory needed to expand their building. This 6,100 sf addition to the 1991 building includes office space and a large meeting room. The addition is on the North side of the building and contains 13 offices, a grad student work area, a work area with upper and lower cabinets and a copier, a 2,000 sf meeting room, restrooms and a mechanical/electrical room. The large meeting room will be used by other departments and has separate exterior access. The addition included some challenges with the existing grading and connection to the existing building on 2 sides. The project included a review of the most appropriate way to provide cooling to the building with the possibility of up-sizing the existing air cooled chiller, installing an air cooled chiller for the expansion or utilizing DX systems installed on the roof.

Type:
Addition

Delivery Method:
CSP

Final Construction Cost:
\$2,200,000

Size:
6,100 SF

Anticipated Completion:
November 2020

Project Completed:
April 2021

Professional Services:
The Arkitex Studio, Inc. -
Architectural & Engineering

**Project Manager/
Architect:**
Eva Read-Warden, AIA

Project Designer:
Brooke Whitehurst, Assoc.
AIA

**Number & Amount of
Change Orders:**
Four totaling \$48,087 or
2.2%. Adding AV scope of
work into GC contract, and
revision to storm drainage
outlet.

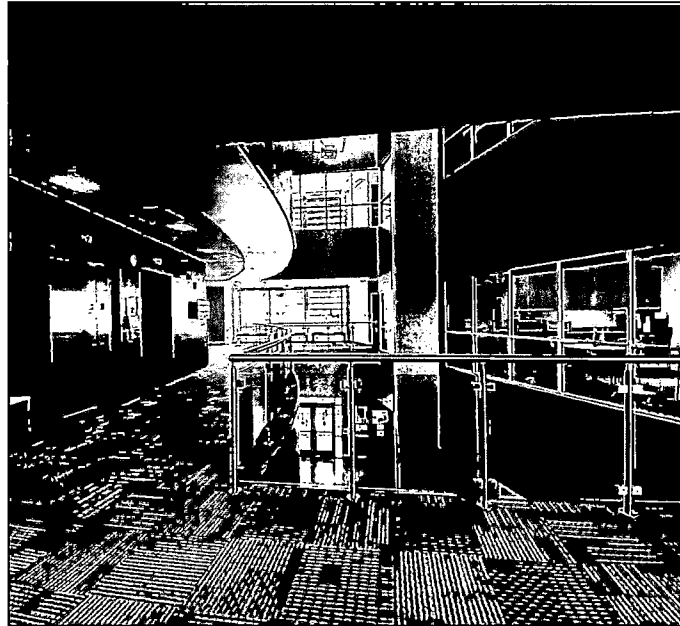
Owner:
John Clark
TEES and College of
Engineering
Texas A&M University
979-458-5919
jclark@tamu.edu

David Ritter, Project
Manager
SSC EDCS
979-219-0774
david.ritter@sscscserv.com



TEXAS A&M TTI RENOVATION

COLLEGE STATION, TEXAS



Type:
Renovation

Delivery Method:
Design-Bid-Build

Final Construction Cost:
\$1,744,031

Size:
48,000 SF

Anticipated Completion:
December 2019

Project Completed:
November 2019

Professional Services:
The Arkitek Studio, Inc. -
Architectural & Engineering

**Project Manager/
Architect:**
Mike Record, AIA

Project Designer:
Soheil Hamideh, Assoc. AIA

**Number & Amount of
Change Orders:**
Eight change orders
totaling \$65,031.

Owner:
Jonathan Rivera
SSC Services
979-219-5649
jonathan.rivera@sscscserv.
com

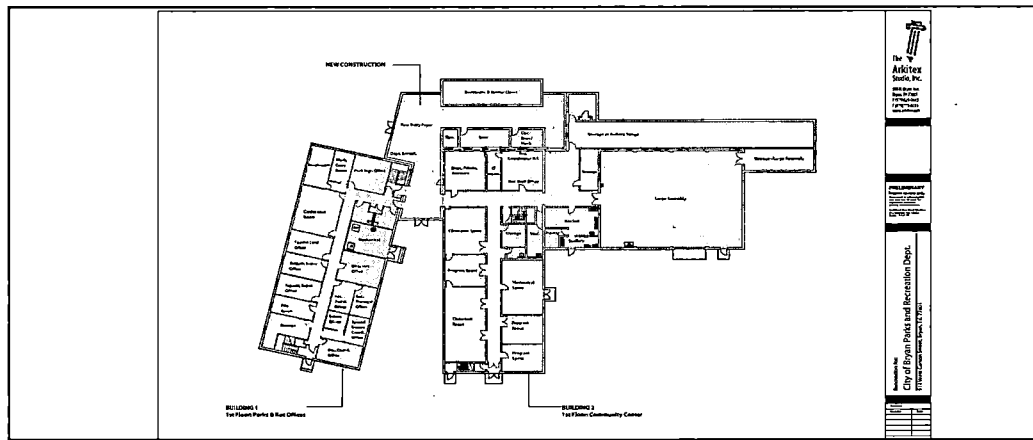
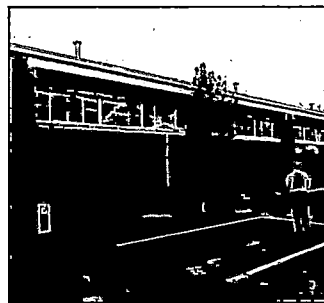
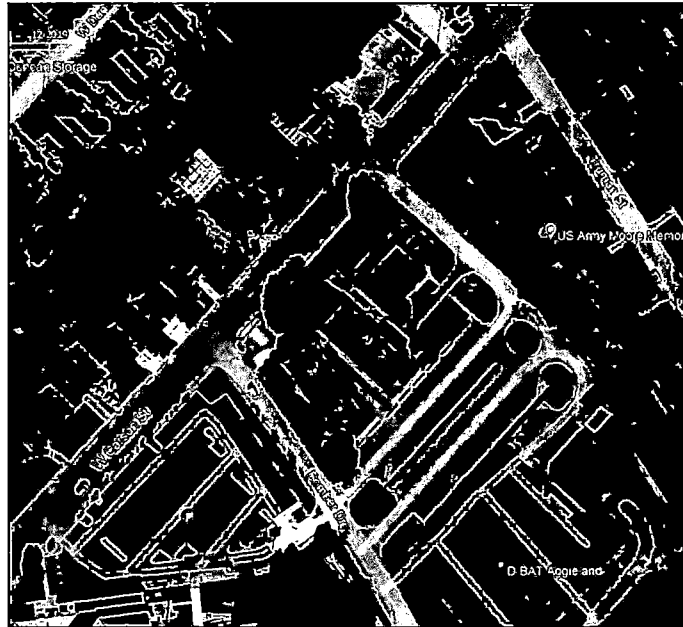
Originally built in 2008 for the Texas Transportation Institute, this 3-story, 48,000 sf facility was geared towards very different use with much less demand for private offices. To meet the needs of the new User, the Texas A&M College of Economics and Political Science, without removing more of the interior building fabric than necessary, we developed a program and layout which increased the occupancy of the larger offices — adding electrical, data, and air conditioning — and divided some of the conference rooms into smaller offices.

The design called to remodel approximately 25% of the second and third floors and converted approximately 50% of the first floor into 2 classrooms and one large testing facility with provisions for its support staff. The project also included custom designed and fabricated testing desks.



BRYAN ARMORY - FACILITY STUDY

BRYAN, TEXAS



The Arkitex Studio Inc was retained by the City of Bryan Parks and Recreation Department to study the former National Guard Armory to determine feasibility for re-purposing 2 of the 3 buildings for their use. This use would include Parks and Recreation offices as well as a community center for use by the public. The scope of work focuses on building adaptability, space use, and preliminary renovation estimated costs. The Arkitex Studio both evaluated the architectural and structural condition of the building and prepared conceptual space plan layouts to confirm the department's needs could be accommodated. Also included was a preliminary estimate of cost for 2 design options included in the final report.

Type:
Facility Study

Delivery Method:
N/A - feasibility Study

Final Construction Cost:
N/A

Size:
Bldg 1: 10,680 SF
Bldg 2: 18,191 SF
Total: 28,871 SF

Anticipated Completion:
N/A - feasibility Study

Project Completed:
N/A - feasibility Study

Professional Services:
The Arkitex Studio, Inc. -
Architectural & Engineering
evaluation of existing
building

**Project Manager/
Architect:**
Eva Read-Warden, AIA

Project Designer:
N/A

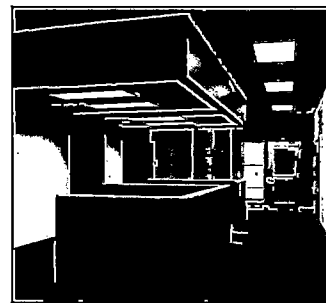
**Number & Amount of
Change Orders:**
N/A - feasibility Study

Owner:
Linda Cornelius, Director
Parks and Recreation
City of Bryan
979-209-5528
Email: N/A
(Ms. Cornelius is now
deceased).



CITY OF BRYAN CITY HALL ANNEX

BRYAN, TEXAS



Type:
Renovation

Delivery Method:
Design-Bid-Build

Final Construction Cost:
\$1,482,705

Size:
24,841 SF

Anticipated Completion:
March 2011

Project Completed:
March 2011

Professional Services:
The Arkitex Studio, Inc. -
Architectural & Engineering

**Project Manager/
Architect:**
Mike Record, AIA

Project Designer:
Mike Record, AIA

**Number & Amount of
Change Orders:**
None

Owner:
Karen Lahde
City of Bryan
979-219-7465
klahde@bryantx.gov

This former bank building had been converted to the main police station and municipal court for the City of Bryan in 1985. Upon completion of their new justice center in 2009, the City asked The Arkitex Studio to investigate renovating the building to alleviate overcrowding in the existing City Hall. The first task was to provide a full facility assessment of the building's condition.

The program called for office space for three governmental departments (Accounting, Human Resources, and Risk Management), and flexible space in the large basement.

In 2010, the City received an Energy Efficiency Conservation Block Grant from the U.S. Department of Energy for energy improvements to the building, helping to fund the renovation. Grant-Funded improvements included updates to the mechanical systems and roof; lowered ceilings (to reduce the volume of air to be conditioned); and smaller, energy efficient windows. And of course, reusing an existing building in an urban location is a sustainable decision by itself.



2.b - Provide a complete list of all projects currently in progress or completed by your firm's proposed personnel within the last three (3) years.

2019

- College Station Cemetary Restroom Building
- SHSU Food Pantry
- TAMU Aggieland Appelt Visitors Center
- WRI Tractors
- TAMU Turbomachinery Addition
- TAMU Reed-McDonald-3rd Floor Office Reno
- TAMU MEOB.II
- TAMU Energy Systems Lab
- TAMU LASR Addition
- TAMU Wehner Building Office Renovation
- Armory Building Evaluation for BTU
- Armory Building Feasibility Study for the City of Bryan
- TAMU MEOB Restroom CA
- Cryotonics
- Kolache Rolf's Production
- Lake Bryan Restrooms
- SHSU Presidential Walk
- Blinn College Server Room Upgrades
- Blinn College District-Wide Fire Alarm Assessment
- Blinn College Apts Access Control
- Hernandez Law Firm
- Kerr Project
- Blinn College Bryan Campus Interior Renovations Phase 1
- CIADM at Providence Park
- Central Baptist Church Concessions and Restroom Bldg

2020

- Wellborn Road Retail Building
- RoseRock SF Residential Development
- Lake Bryan Restrooms
- College Station Cemetery Shop*
- Blinn College District Wide Fire Alarm Assessment
- Zoetis at Providence Park
- OGG - Brazos Valley Women's Center
- Kolache Rolf University Location
- Entry Structure and Restroom at Providence Park
- BVHR II Test Fit
- American Lumber
- Terracon Space Planning
- BTU Midtown Project Phase 2 (Armory)
- Matica Biotechnology
- SOS Pro-bono
- TAMU Process Engineering Renovation
- FBC Maintenance Building
- Midtown DBAT Site Plan
- St. Joseph Test-Fit
- Iglesia Camino de Santidado Expansion
- Blinn College Residence Halls Fire Alarm Upgrades
- Stylecraft Builders Conceptual Master Planning
- Mill Creek Hall Esports Renovation, Blinn College Brenham
- Accessibility Upgrades - Margaret Lea Houston Bldg, SHSU
- CIADM PD Lab
- Calloway Jones CS Sales Office

- Blinn Bryan Campus Fire Alarm Upgrades
- Blinn Brenham Campus Fire Alarm Upgrades
- TAMU D.L. Houston Auditorium Modifications
- TAMU Moore Communications
- Site Plan for Hwy 30 Development
- New Monument Sign at Providence Park
- Corridor Design at Providence Park

2021

- College Station Facilities Maintenance Building*
- All the Kings Men Prep Kitchen (ATKM)
- Highway 30 Buildings*
- Stone Co Climbing
- Kurten Fuel Stop*
- Blinn College Old Main Repairs & Renovations*
- TAMU Heep Window Replacement*
- TAMU Vivarium III
- Blinn College Bryan Campus Bldg D & G Repairs
- Renovations to 511 University Drive
- Paddock Lane Exterior Modifications
- Wayfair Interior Renovations
- Central Wing A Renovations*
- Central Concessions & Restroom Pavilion*
- Brazos Valley Mission Center Site Analysis
- Hwy 30-Lennox
- TAMU Aggie Park-Association Garage*
- Space Plan for Oldham Goodwin Group
- TEES Detonation Research Test Facility
- SOS Ministries Master Plan
- CIADM Fill Finish
- TAMU CUP New Door
- Addition to First Baptist Church Bryan*
- TAMU Reed McDonald - Suite 201 Renovation
- Office of State Chemist
- Astin Aviation South Hangar
- Proudest Monkey Jones Crossing
- Blinn Esports
- Larry Young Paving
- TAMU W.P. Luse Foundation Expansion*
- Access Control & Interior Finish Upgrades Blinn College*

2022

- Sanctuary Expansion for Our Saviour's Lutheran Church*
- TAMU Lease Space at Varisco*
- Cancer Clinic Site Study*
- TAMU HSF Classrooms*
- SOS Ministries Administration & Vocational Bldg*
- Hush & Whisper Barrel Storage*
- MRC Porch Remediation for Arbor Oaks Independent Living*
- Warwick Partners Office Renovation*
- La Salle Hotel & Courtyard Renovation*
- TAMU Equine*
- TDI Brooks Warehouse*

*Projects currently In-Progress



2.c - List and describe work completed for public entities (schools, cities, counties, or state) in the last five (5) years.

2017 - 2022

- Blinn Landscape Improvements
- Lonestar Pavilions
- PVA&M Gilchrist
- PVA&M May Hall
- TAMU Gilchrist MACH 3
- Brazos Christian School Master Plan Update
- Blinn Landscaping Phased Implementation
- TAMU Foundation Bldg. Remodel
- TAMU Reproductive Sciences Lab
- City of Bryan Municipal Building Planning
- TAMU Prospective Students Center Lobby Modifications
- TAMU Neeley Hall Renovations
- Blinn Landscaping Phases 1, 2, 3
- Bayes Achievement Center
- Bizzell Hall Demolition
- Allen Academy Alumni Center
- TAMU Civil Engineering Renovation
- TAMU Ocean Drilling
- Blinn Food Services Renovations (Brenham)
- TAMU AgriLife Phenotyping Greenhouse
- TAMU Nuclear Science Addition
- Northgate Park City of College Station
- Blinn College Interior Finish Palettes
- TAMU Robotics Lab
- TAMP HEEP Lab
- SHSU Theater Life Safety Improvements
- TAMU Medical Science Library Staff Office Reno
- City of College Station Thomas Pool Bath House Assessment
- TAMU TTI Renovation for Liberal Arts
- SHSU Alumni Center Exterior Improvements
- TAMU MEOB Lobby Renovation
- TAMU CSC Hot Water Pumps
- TAMU Wehner Building Office Renovation
- TAMU Scotts Soil and Crop Signage
- Brazos County Extension Office
- City of College Station Summit Crossing Park
- College Station Cemetery Restroom Building
- SHSU Food Pantry Renovation
- USDA Franklin/Oldham Goodwin
- TAMU Stevenson Companion Animal LCC Addition
- TAMU Appelt Visitors' Center Renovation
- Armory Property - Preliminary Study for City of Bryan
- American Pavilion - City of College Station
- TAMU Turbomachinery Addition
- TAMU Reed-McDonald-3rd Floor Office Reno
- TAMU MEOB II
- TAMU ESL
- TAMU LASR Addition
- TAMU Wehner Building Office Renovation
- TAMU MEOB Restroom CA
- BTU Lake Bryan Restrooms
- SHSU Presidential Walk
- Blinn College Server Room Upgrades
- Blinn College District-Wide Fire Alarm Assessment
- Blinn College Apts Access Control
- Blinn College Bryan Campus Interior Renovations Phase 1
- City of College Station Cemetery Shop Building
- TAMU Process Engineering Renovation
- Midtown DBAT Site Plan (City of Bryan)
- Blinn College Residence Halls Fire Alarm Upgrades
- Mill Creek Hall Esports Renovation, Blinn College Brenham
- Accessibility Upgrades for the Margaret Lea Houston Bldg, SHSU
- Blinn Bryan Campus Fire Alarm Upgrades
- Blinn Brehnham Campus Fire Alarm Upgrades
- TAMU D.L. Houston Auditorium Modifications
- TAMU Moore Communications
- College Station Facilities Maintenance Building
- Blinn College Old Main Repairs and Renovation
- TAMU Heep Window Replacement
- TAMU Vivarium III
- Blinn College Bryan Campus Bldg D & G Repairs
- TAMU Vet Med Building Animal Housing Facility
- TAMU Aggie Park-Association Garage
- TEES Detonation Research Test Facility
- TAMU CUP New Door
- Reed McDonald - Suite 201 Renovation
- Office of State Chemist Renovation
- TAMU Coke
- W.P. Luse Foundation Expansion (Stevenson II)
- Access Control & Interior Finish Upgrades for Blinn College
- TAMU Lease Space at Varisco
- TAMU HSF Classrooms





EXPERIENCE OF FIRM'S PROPOSED PERSONNEL

Section 2.d - Has your organization or any of the partners, principals, officers, or personnel filed any lawsuits or requested arbitration with regard to construction contracts within the last five (5) years? If so, describe.

No

Section 2.e - Has your organization or any of the partners, principals, officers, or personnel been in litigation or arbitration with regard to construction contracts in the last five (5) years? Is any litigation currently pending? If so, describe.

There are no past or pending litigation claims that will have any impact on our ability to perform under a contract with the Owner of this project. The Arkitex Studio, Inc. has had one (1) claim during the past five (5) years, on a residential project. The issue stemmed from a broken pipe under the slab, for which The Arkitex Studio, Inc. maintains had nothing to do with our professional services. The claim has been settled. This past claim will not impact our ability to perform under a contract with the Owner on this project.

Section 2.f - What percentage of your work is for repeat clients?

75% of the planning and design work that Arkitex Studio performs is for repeat clients. Our long-standing relationships with our clients and project partners are one of our biggest assets. Our client-centric culture empowers our professionals to be approachable, responsive, and transparent. When challenges arise, we can easily navigate tough conversations because there is established trust in the relationship. We repeatedly do publicly-funded work for Texas A&M University, Blinn College, The City of College Station, and The City of Bryan.



TAB 3

PROCESS OF PLANNING AND PROJECT MANAGEMENT



PROCESS OF PLANNING AND PROJECT MANAGEMENT

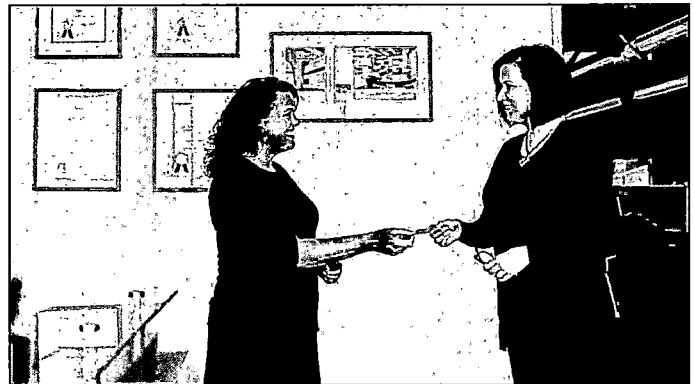
Section 3.a - Describe your organization's management plan and concepts for working with the owner during design and construction.

The Arkitex Studio Management Plan and Concepts

Our process for achieving project success is well documented, and our staff follows this proven management plan. This plan includes strategies for communication, coordination, and verification throughout the design process.

Communication and coordination are key aspects to successful project management. We see the Owner as a key member of the team and is kept abreast of project progress. We know that it is important for the client to have one primary contact with our firm, consistently through all project phases. Our principles have a hands-on approach to each project, which simplifies communication and strengthens continuity of information. Our project managers are the key point of contact for consultants, which allows for ongoing coordination of the various disciplines of the project.

Verification is a technique in our management process that follows the "measure twice, cut once" approach. Verification applies to design decisions, technical issues, and quality assurance. Design decisions are verified with the Owner; technical decisions are verified with consultants and local authorities; quality of the design documents is verified through an established in-house quality review program.





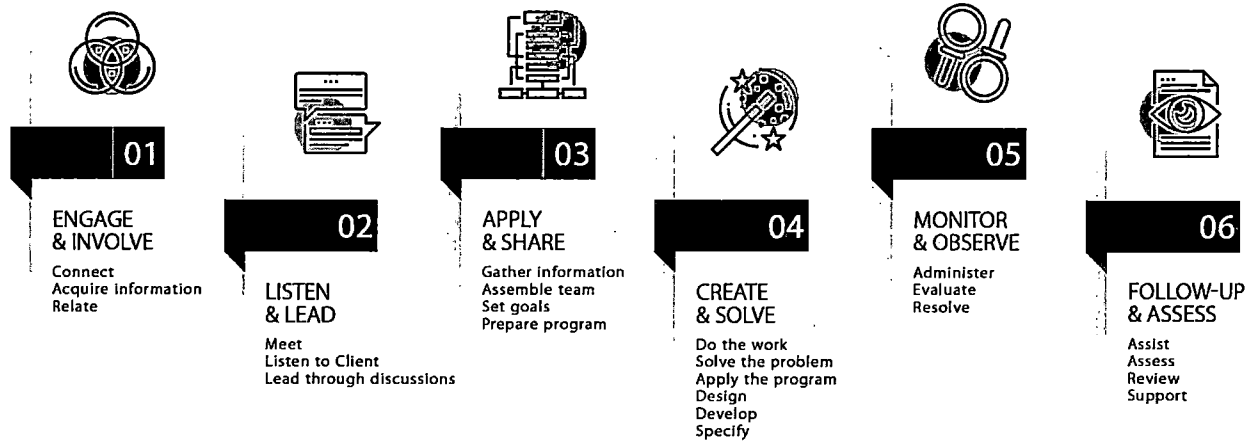
PROCESS OF PLANNING AND PROJECT MANAGEMENT

Section 3.a - Describe your organization's management plan and concepts for working with the owner during design and construction. (Continued from page 22)

The Arkitex Studio Management Plan and Concepts

Our management process and concepts for working with the Owner include the following steps at each phase of the work

PRE-DESIGN (PD)	SCHEMATIC DESIGN (SD)
Hold kick-off meeting with the Owner and design team Review and confirm the Owner's goals and space needs Gather information needed to confirm the design direction Meet with county departments Perform a facility assessment Create existing building plans Schedule determined and key dates established	Goal: maximize the opportunities of the space, accommodating different department needs Review the Owner's conceptual thoughts in context Create initial plan concept options Meet with county representatives to receive feedback Communicate with the Owner via meetings, email, phone Coordinate team member work Review local building and planning regulations Prepare preliminary cost estimates of each option Determine potential alternate bid items
DESIGN DEVELOPMENT (DD)	CONSTRUCTION DOCUMENTS (CD)
Verify design direction with Owner's goals Develop selected plan in greater detail Hold phase kick-off meeting with all team members Communicate concerns, confirm schedule milestones Establish budget management approach. Coordination via meetings, emails, and phone calls Interim phase deadline at 50% DD Develop updated cost estimate County review and approval	Phase kick-off meeting with all team members Review the current scope, schedule, and cost Ongoing communication and coordination via meetings, emails, phone calls Interim deadlines (50%, 75%, and 95% completion) Coordination meetings: review issues and details Review work and resolve conflicts. 100% drawing and specification set, with cost estimate Owner review and approval
BIDDING	CONSTRUCTION
Assist the county with the procurement process Field questions from bidders Issue answers to questions via addenda Apprise Owner of any issues that could impact cost	Hold pre-construction meeting Communicate contract requirements to the contractor Weekly or bi-monthly site meetings Review progress and answer contractor questions Certify the contractor's applications for payment Determine Substantial Completion Final Completion review Meetings for Owner training: systems, maintenance
WARRANTY PHASE	
Assist in communications to contractor Arrange a 1-year warranty walk-through Follow-up on warranty item correction	



PROCESS OF PLANNING AND PROJECT MANAGEMENT

3.b - Describe your organization's methods of estimating costs.

Accurate Cost Estimating

As the design team leader, Arkitex works with and depends on the expertise of our carefully selected consultants for continued cost estimating throughout the design and construction process. AG|CM is a leading cost management firm with accredited certified estimators with extensive experience in providing accurate project estimates. Arkitex and AG|CM will work hand-in-hand throughout the project to provide accurate and up-to-date cost estimates.

Design Phase

Strict adherence to the budget is critical to the success of any project, and Arkitex Studio commits to keeping Brazos County's budget as a top priority. Continual communication between Brazos County, Arkitex and the consultants is imperative during this process in order to provide accurate and timely information. In order to maintain a project budget, we must first evaluate the proposed scope relative to the budget. This initial analysis will help the design team and the Owner understand if the two are in-line with one another. Beginning in the programming review phase, we calculate expected cost on a square foot basis, using square foot figures from recent and current relevant projects. At this early stage, we will make Brazos County aware of the anticipated project cost and work with them to evaluate the desired scope of work. If the scope of work exceeds the budget, we will work with Brazos County to either adjust the budget or modify the scope. We will be working with AG|CM for a detailed estimate at the programming phase, and they will update the estimate at the end of each phase. Based upon this resolution, Arkitex will proceed with the development of Schematic Design (SD). After approval of the estimated costs from Brazos County, the Design Development (DD) phase will begin during which time costs for various building systems and interior finishes will be identified. By identifying these costs at the DD phase, the Owner can make decisions, with the guidance of the design team, as to which system(s) will meet their needs, design guidelines, and budget. With these critical decisions made, the design team can move to the Construction Document (CD) phase, where they will continuously monitor the evolution of the design relative to cost impacts. If any issues develop that significantly impact the budget, the design team will notify Brazos County and provide recommendations to realign the project to the budget. Arkitex will work closely with the Owner throughout the design process to identify cost saving opportunities. If any cost challenges are identified, alternate bid items can be identified to ensure the most critical aspects of the projects are prioritized in the budget.

Construction Phase

Once the construction phase begins, the schedule of values will be closely reviewed, followed by the review of monthly applications for payment. Should change orders arise, Arkitex will perform our own in-house detailed cost estimate to compare against the contractor's proposed cost and will work with them to reconcile any potential differences. The budget will be reviewed and discussed on a monthly basis during construction meetings and any time Brazos County has a concern or question.



PROCESS OF PLANNING AND PROJECT MANAGEMENT

Section 3.c - Describe your plan for assuring that the project design meets the owner's requirements.

The Design Process

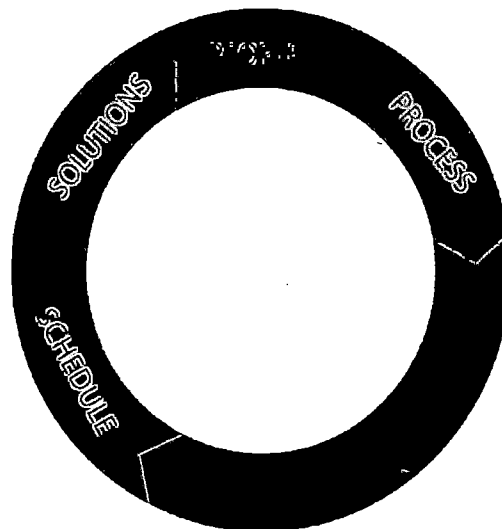
The Design Process is just that: a process. At The Arkitex Studio, we rely on our knowledge of the design and construction process and guide our clients through discussions, providing insights and options for them to be empowered to make decisions confidently.

Working with The Arkitex Studio will not be a transactional relationship. We are committed to listening to our clients and guiding them through the overall creative process. We use various techniques to listen and gather information, which ultimately influences our designs. When the experience is behind us, our clients feel represented in the design process and confident in the outcome.

We realize that our clients are composed of various stakeholders and interested parties that want their voices to be heard. Our team designs projects in an approachable manner to ensure our clients feel comfortable expressing their ideas and concerns. The result is a collaborative partnership where all the project stakeholders are part of the process and a community of confidence in the design solution. Whether that includes the local community and neighborhood groups, building committees, or simply engineering and construction partners.

We are more than designers; we are also advisors and consultants to our clients. Having a consultative nature ensures that our team will be responsive to your project, budget, timeline and most importantly, to any concerns you may have along the way.

The Arkitex Studio believes that as architects, we have the ability to make an impact on our communities, our industry, and even the world. We can live life a little greener by employing sustainable design principles in all we do. To us, sustainable design is more than a plaque on the wall; It's about making deliberate choices that are socially, environmentally, and economically responsible.





PROCESS OF PLANNING AND PROJECT MANAGEMENT

Section 3.d - Describe your procedures and objectives for reviewing the design and construction documents for quality control/constructibility and providing feed-back to the owner.

Quality Control

At The Arkitex Studio we believe that good project management is the key to quality assurance. This must start at the very beginning of the project. The Arkitex Studio is committed to an in-depth programming phase at the beginning of the project, and making sure that the program requirements are adhered to throughout the design process. The Project Manager will monitor this throughout the course of the project. After programming, there are steps that we take on every project to control the quality and thoroughness of the design process: from initial design through documentation and construction. We provide a code review for every project and review it with governing officials when necessary, and at each phase of the project. We have in-house design reviews to get the best solutions to the program: We also go through a quality review of the construction documents prior to issuing them for bidding, construction or permit. The in-house Principal-In-Charge of quality control will provide a quality review of the project, reviewing all of the drawings and specifications. The Arkitex Studio, Inc. provides comprehensive construction administration services as an integral aspect of our services. During this phase, we provide a thorough review of submittals, visit the project site every other week at a minimum, and hold regular meetings at the site to facilitate communications and encourage orderly progress of the work. The Project Manager and Project Architect maintain consistent involvement and project responsibility during the construction phase. Photo documentation is provided for reference. We have found that clear, open and frequent communication (between the design team, owners, and contractors) is integral to successful projects at all stages of the work. The Project Manager will actively seek and implement communications efforts with all parties.

Section 3.e - Describe your firm's start up and close out procedures for this project.

Start Up and Close Out

Start Up

Every project begins by meeting with Owner and User representatives to establish project scope, program, and goals. As this project includes an existing structure, we would undertake a building and site assessment, including documentation of existing conditions and research into the building's history. This information will allow us to identify significant elements of the building's past, its current state of repair, and the needs for its immediate and future use, finding a balance between the three, which will be presented to the Owner. Arkitex Studio will identify the pros and cons for the renovation options, including cost estimates and phasing of construction.

Close Out

The design team continues coordination throughout the construction closeout to ensure the Owner receives all the applicable operation and maintenance documents for the building. We remain available to the Owner through the post-occupancy period and help facilitate a walk-through with Owner and Contractor prior to the expiration of the 1 year warranty to help identify and address any items that might come up in that time.

Our extensive experience in preservation, renovation, addition, and institutional projects - as demonstrated in later sections - has contributed to the development of this process. Listening to Client goals and needs, iterative reviews, and remaining involved during as well as beyond construction are all critical elements which contribute to the success of complex projects which much coordinate with their existing context.

PROCESS OF PLANNING AND PROJECT MANAGEMENT

Section 3.f - Describe how you will evaluate factors pertaining to the long-term durability and life cycle cost of the project. What is the owner's involvement in this process?

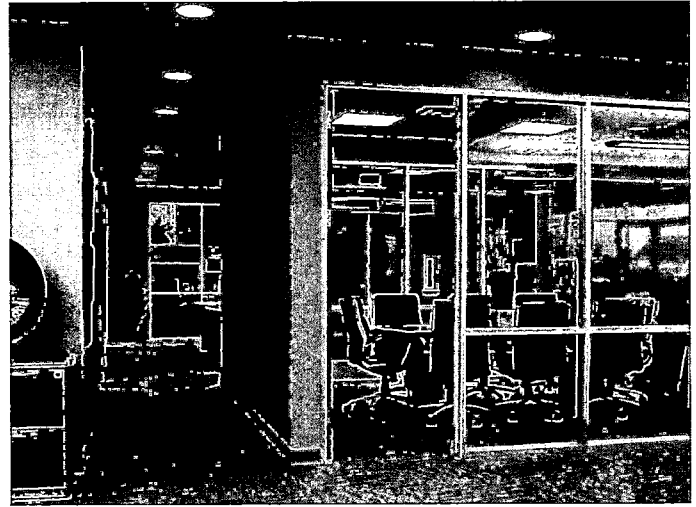
Long-Term Durability and Life Cycle Cost

With the renovation of the existing building, our first step is to evaluate the existing conditions and provide the Owner our recommendations. Options may include keep as-is, repair, or replace certain aspects of the building. The life expectancy of the existing conditions will be presented, along with the expected maintenance and replacement costs. If replacement is necessary, the design team will research and present different options for initial costs, maintenance costs, operating costs, and life cycle costs. As a consultant and team member, our role is to inform the Owner of the different options and provide the necessary information for the Owner to make the final decision with confidence. Cleary Zimmerman Engineers is experienced as performing Life Cycle Cost evaluations for the buildings MEP systems and can provide all the necessary information to an Brazos County regarding system replacement vs system repair.

Section 3.g - Describe the firm's contingency plan and how you will continue this project if you sustain a loss to a key member without compromising project quality, schedule, or budget constraints.

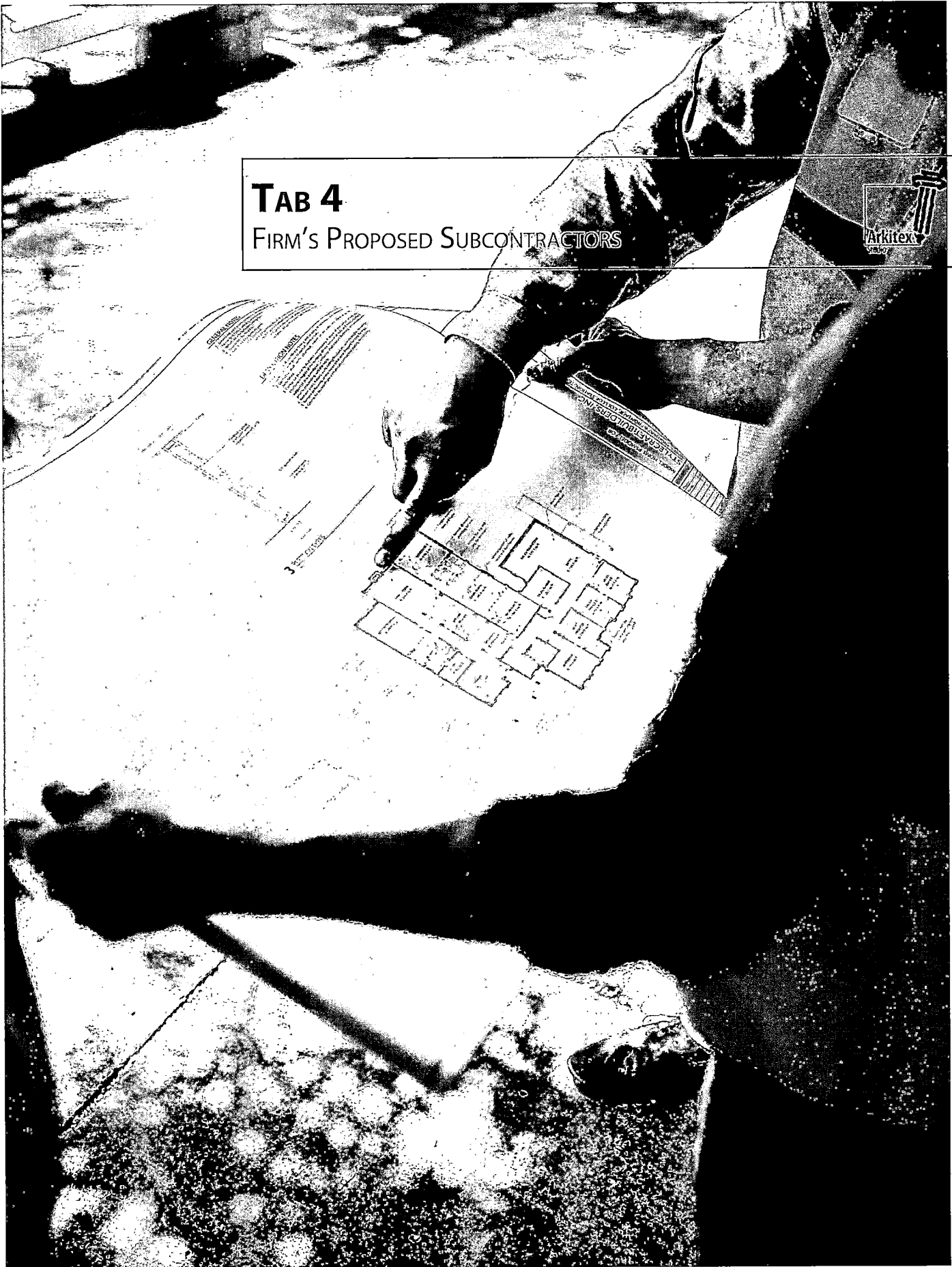
Contingency Plan

With multiple registered architects and experienced staff members in our office, we have the depth of staff to ensure that project quality, schedule, and budget requirements will be met even if a key team member is lost. With 2 principal architects, 1 associate principal architect, 2 additional architects and 5 staff members all with multiple years of experience, all key positions within the architectural team have back-up. The entire office at Arkitex meets every Monday to review the status of each and every project. Weekly project management meetings also ensure broad office knowledge of the project status. Also, all our engineering consultants have multiple staff members who all have the ability and capacity to provide the services needed.



TAB 4

FIRM'S PROPOSED SUBCONTRACTORS





FIRM'S PROPOSED SUBCONTRACTORS

4.a - Identify, by name, the specific major consultant firms (MEP engineer, structural engineer, etc.). Include all educational background, licenses held, and their status for the personnel that are proposed for this project.

DUDLEY - Structural Engineering

DUDLEY was established in 2017 as a structural engineering firm by Drew Dudley, PE, SE out of his home in Montgomery, Texas. As his team and client base grew, it became clear that he should return to his roots in the Brazos Valley to continue to expand the business. In early 2020, Rick Robertson's team joined Dudley Engineering, LLC to form Dudley Dunham Engineering. Rick Robertson began his own practice over 30 years ago and has been practicing throughout the state ever since. In 2020, Anna Dudley, PE joined the firm with the focus of streamlining operations in anticipation of continued growth and expansion. In 2021, the firm added geotechnical and environmental engineering to their service lines with the addition of G. Taylor Stinson, PE and simultaneously rebranded from Dudley Dunham to DUDLEY. DUDLEY is a WBE and HUB Certified Firm composed of engineers with highly diverse technical backgrounds who have gathered locally thanks to their strong ties to the Brazos Valley.

NOTE: DUDLEY currently holds a contract with Brazos County for geotechnical and CMT services as of May 2022.

License Number: F-18677

Address: 6102 Imperial Loop Dr., College Station, TX 77845

Drew (979) 229-3837, ddudley@dudleyeng.com

Rick (979) 820-2168, rrobertson@dudleyeng.com

Cleary Zimmermann Engineers - MEP Engineering

Cleary Zimmermann Engineers is a consulting engineering firm specializing in Building MEP, Industrial MEP, Water/Wastewater, and Commissioning services. Since 2006, they have been a high-touch, creative engineering partner for clients with complex building projects in a variety of market sectors. Cleary Zimmermann has offices in San Antonio, Bryan/College Station, Houston, and Austin and a Mentor/Protégé agreement with Texas HUB firm Moose Engineers.

The proposed personnel for this project includes Zac Stevenson, PE, for mechanical engineering design and Randy Rogers, PE, LEED® AP, for electrical engineering design. Both Zac and Randy have an extensive portfolio of design/renovation for office buildings and spaces.

License Number: F-9357

Address: 300 West 26th Street, Bryan, Texas 77803

Phone: 979.341.8181

Email: randyr@clearyzimmermann.com

AG|CM - Cost Estimating

AG|CM is a leading project and cost management consultancy firm operating since 1996. A firm based in Corpus Christi, Texas, AG|CM has over 680 years of combined experience in program/project management, estimating, scheduling, constructibility review and value engineering. They deliver successful projects through effective leadership and personnel expertise, providing our clients a well-rounded perspective of their project that identifies potential issues and possible solutions early-on. Their core strength is knowledgeable staff, being a blended group of professionals who have experience as owner representatives, contractors, estimators, inspectors, architects and engineers. A large portion of AG|CM's annual revenues come from the highly effective pre-construction services it offers in the areas of cost estimating, scheduling, constructibility review and value engineering. Estimating and scheduling expertise ranges from early budgeting/programming stages through various design milestones and into construction close-out. AG|CM has assembled highly skilled professionals, including registered architects, registered engineers, seasoned construction superintendents and estimators.

Address: 3200 Wilcrest Drive, Suite 100, Houston, TX 77042

Phone: 713-316-4506

Email: info@agcm.com



Rick Robertson, PE

Principal-In-Charge - Structural Engineer



Background:

Rick has been practicing in Texas for over 35 years, developing strong relationships with architects around the state and building a portfolio of projects ranging from complex auto dealerships to local civic and recreational facilities. Sharing his wealth of knowledge with the next generation of the design community, Rick is known as a mentor to engineers in his firm and has served as a Professor of Practice in Texas A&M's Architecture Department.

Experience:

35+ years experience

Education:

Bachelors in Civil Engineering, Texas A&M University, 1979

Master of Engineering, Civil Engineering, Texas A&M University, 1981

Doctor of Engineering, Texas A&M University, 1988

Registration:

Professional Engineer, Texas #56375

Location:

Bryan, TX

BRAZOS COUNTY TEXAS A&M AGRILIFE EXTENSION OFFICE

Bryan, TX | 10,000 SF | Structural Principal

This nearly 10,000 SF building houses offices, meeting and conference space, and storage facilities. Special considerations included the provision of a multi-use conference room with a teaching kitchen and future ability to subdivide the space when needed.

BRAZOS COUNTY EXPO CENTER

Bryan, TX | 330,000 SF | Structural Principal

Description: Initial buildings and expansions between 2005 and 2017 which included pavilions, covered arenas, warm up arenas, connecting structures and exhibit hall. Facilities composed of metal buildings with deep foundations.

ASTIN AVIATION FBO PRIVATE TERMINAL AND HANGER

College Station, TX | 48,000 SF | Structural Principal

General aviation hangar for Astin Aviation consisting of a pre-engineered structural steel framed building supported by a monolithic grade beam and slab on select fill with piers.

HEARNE PUBLIC SAFETY FACILITY

City, TX | 25,750 SF | Structural Principal

New public safety building serving as headquarters for the police and fire department, municipal courts, and council chambers. Services included structural design and construction administration of stiffened slab on grade foundation, load bearing CMU walls with steel joists for fire station facilities and structural steel moment frame with open web steel joists on police station and municipal court facilities.





Drew Dudley, PE

Project Manager - Structural Engineer



Background:

Since founding the firm, Drew has expanded the team to 20 engineers. He continues to wear many hats while running and growing the business, although his most cherished role is teaching and mentoring his employees. Teaching is a persistent theme in his life, as he also works as a Professor of Practice at Texas A&M University's Department of Construction Science. Drew has earned several recognitions and awards in the engineering community in the past several years including most recently being named the National Society of Professional Engineers' "Young Engineer of the Year" for the State of Texas in 2020.

Experience:

10 years experience

Education:

Bachelors in Civil Engineering, Kansas University, 2011

Masters in Structural Engineering, Texas A&M University, 2012

Registration:

Professional Engineer, Texas #123798
licensed P.E. in 30 other states

Licensed SE in Oklahoma

Location:

Bryan, TX

Memberships & Leadership:

NSPE-TX Young Engineer of the Year for Texas

Civil + Structural Engineer Magazine Rising Star 2018

CITY OF COLLEGE STATION FACILITIES MAINTENANCE BUILDING

College Station, TX | 10,600 SF | Structural Project Manager
10,600 SF metal building with masonry façade and stiffened slab-on-ground foundation. Our scope included structural design and construction administration. Also engaged as the specialty structural engineer for the contractor for a self-supporting cold-formed steel framed internal mezzanine.

MONTGOMERY COUNTY ESD NO. 1 LOGISTICS

Montgomery, TX | 8,400 SF | Structural Project Manager
Two-story maintenance and office building with an 8,400 SF footprint and 1,700 square foot mezzanine. The superstructure consisted of a metal building system with a reinforced stiffened slab-on-ground with extensive trench drains and embedded lights. Our scope included structural design and construction administration.

OSCAR JOHNSON COMMUNITY CENTER

Conroe, TX | 86,000 SF | Structural Principal-In-Charge
Structural design of an 86,000 square foot mass timber public community center programmed to include administrative offices, meeting spaces, after school childcare, basketball and volleyball courts, indoor running tracks, and event spaces.

SAN JACINTO RIVER AUTHORITY OFFICE BUILDING

Conroe, TX | 8,000 SF | Structural Principal-In-Charge
Structural assessment and remediation of existing 8,000 square foot office building on Lake Conroe. Due to the function of the building, which was classified as Risk Category IV and the emergency nature of its functions, the SJRA wished to remediate the structure to be able to perform adequately in a design wind event.





Randy Rogers, PE, LEED AP

Principal - Building MEP



Background:

Randy leads Cleary Zimmermann's Bryan/College Station office, following a 35-year career in electrical design and senior leadership at another national firm. Randy draws from his robust experience growing and managing offices for his previous firm, as well as years of MEP design for institutional projects in corporate, healthcare, federal, and education. His design expertise includes power distribution, UPS and emergency stand-by power systems, lighting, photometrics, and fire alarm. In all of his projects, Randy strives to foster a team approach, and values input from all team members in order to meet his clients' goals.

Experience:

39 years

Project Responsibilities:

Principal - Building MEP

Education:

Bachelor of Science, Engineering Technology, Electrical/Electronics - Texas Tech University

Registration:

Texas P.E. No. 82143

*Also registered in New Mexico and Colorado

Certifications:

OSHA 10

Location:

Bryan, TX

Past Experience:

- City of College Station Cemetery Maintenance Shop, College Station, TX
- City of College Station New Facilities Maintenance Building, College Station, TX
- City of College Station City of College Station Fleet Services Upgrades, College Station, TX
- City of College Station Fire Station 6 Study, College Station, TX
- City of Bryan Regional Park, Bryan, TX
- City of Bryan Legends Event Center, Bryan, TX
- City of Bryan Travis Park Fields, Bryan, TX
- City of Bryan Phillips Event Center Renovation, Bryan, TX
- City of Bryan Regional Park Phase 5A Ranck and Culvert Lighting, Bryan, TX
- City of Bryan Regional Park Big Shots Drive, Bryan, TX
- Bryan Texas Utilities Administration Building, Bryan, TX
- Mitchell & Morgan Gateway Monument, Bryan, TX
- City of Huntsville MLK Rec Center Assessment, Huntsville, TX
- City of Conroe Oscar Johnson Jr. Community Center, Conroe, TX
- Port of Corpus Christi Authority Office Building Bridging Documents, Corpus Christi, TX
- Bexar County Federal Reserve Building Cooling Tower Replacement and TR Renovations, San Antonio, TX
- City of San Antonio Facility Assessment at Alamodome & Convention Center, San Antonio, TX
- City of Hutto Creekside Park Task Order 8, Hutto, TX
- City of Hutto Fritz Park Task Order 9, Hutto, TX
- City of The Woodlands Falconwing Park, The Woodlands, TX
- City of Rosenberg Seabourne Creek Park Nature Center, Rosenberg, TX



Zac Stevenson, PE

Project Manager - Mechanical Engineer



Experience:

6 years

Project Responsibilities:

Project Manager / Lead Mechanical Engineer

Education:

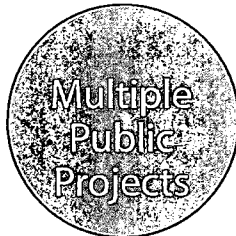
Bachelor of Science, Mechanical Engineering - Texas A&M University

Registration:

Texas P.E. No. 141032

Location:

Bryan, TX



Background:

Zac Stevenson, PE, is a skilled communicator who can easily convey the purpose and process of complex mechanical systems, allowing him to work seamlessly with owners, architects, and other consultants. He is as deliberate with his designs as he is with his words, putting the utmost care into each project. Zac has completed projects across the nonprofit, K-12, higher education, healthcare, and corporate sectors.

Past Experience:

City of College Station Cemetery Maintenance Shop, College Station, TX
City of College Station Fire Station 6 Study, College Station, TX
City of College Station New Facilities Maintenance Building, College Station, TX
City of Bryan Legends Event Center, Bryan, TX
Bryan Texas Utilities Administration Building, Bryan, TX
City of Bryan Travis Park Fields, Bryan, TX
City of Bryan Phillips Event Center Renovation, Bryan, TX
City of Hutto Fritz Park Task Order 9, Hutto, TX
City of San Antonio Alamodome Final Four Renovation, San Antonio, TX
Bexar County Federal Reserve Building Cooling Tower Replacement and TR Renovations, San Antonio, TX
Bexar County Public Works Building, San Antonio, TX
City of New Braunfels Recreation Center, New Braunfels, TX
City of San Antonio Leslie Road Service Center, San Antonio, TX
City of San Antonio Southeast Service Center, San Antonio, TX
City of Converse Library Addition, Converse, TX
City of San Antonio HVAC Assessment at Pre-K-4-SA, San Antonio, TX
San Antonio Housing Authority Villa Tranchese HVAC Upgrades, San Antonio, TX
City of Huntsville MLK Rec Center Assessment, Huntsville, TX
City of Conroe Oscar Johnson Jr. Community Center, Conroe, TX
City of Rosenberg Seabourne Creek Park Nature Center, Rosenberg, TX
City of The Woodlands Falconwing Park, The Woodlands, TX

Paul Kullman, AIA

Program Manager



Education:

12 years with AG|CM

Education:

A.A.S Architecture
Del Mar College

Bachelor of Science
in Theology
SW Baptist Seminary

Master of Divinity
SW Baptist Seminary

Registration:

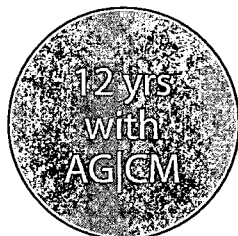
Licensed Architect in Texas:
#10982

Location:

Bryan, TX

Membership & Leadership:

Associations
American Institute of
Architects, Texas Society of
Architects, Brazos Chapter



Background:

Mr. Kullman is a Texas registered architect with more than 40 years of experience in the design and construction industry. His commitment to the technical production of contract documents and related details complement his problem solving nature to better serve his clients. Mr. Kullman has been involved with a variety of private and public projects with varied delivery methods. His experience includes the design/supervision on over 400 projects that include educational, municipal, county, retail, industrial, and religious facilities.

KARNES CITY IDS 2020 BOND PROGRAM

karnes City, TX | \$30,000,000 | Senior Program Manager
Provided program management for two bond approved projects to establish new facilities for education. This includes a new 16,868 s.f. Career and Technical Education (CTE) located at the high school, and a new 53,375 sf replacement facility for R.E. Sides Elementary School.

NEW CANEY ISD - FACILITY CONDITION ASSESSMENTS

New Caney, TX | Principal-In-Charge
Performed the architectural interiors assessment for 14 campuses. Each campus facility was visited to gather data and input in VFA Facility View software. This provided value and confidence when the client moves forward for a bond election to improve the district's facilities. The subsequent bond election was successful.

HUNTSVILLE IDS - FACILITY CONDITION ASSESSMENTS

Huntsville, TX | Principal-In-Charge
Paul performed the architectural interiors assessment for nine campuses for Huntsville ISD. Each campus facility was visited to gather data and input in VFA Facility View software. The District hired LAN to complete a Facility Condition Assessment of educational and support facilities. In total, 1.2 million SF of facilities were included in the assessment. The work included visual assessment and documentation of educational and support facilities, including structural and envelope, interior, and MEP disciplines.

MATHIS ISD

Mathis, TX | \$2,000,000 | Principal-In-Charge
Managed campus Improvements throughout district. Replace carpet all buildings \$500K, Re-roof all buildings \$1M, Eight classroom additions (\$2M), a new gymnasium, and field house.

Jamie Escobar

Senior Estimator



Education:

Less than 1 yr with AG|CM

Education:

Master of Science in Construction Engineering Management, University of Colorado at Boulder, Colorado

Master of Business Administration, ISEADE, El Salvador

Bachelor of Civil Engineering Construction Project Management, Universidad Albert Einstein, El Salvador

Location:

Houston, TX

Membership & Leadership:

Construction Management Association of America
Member, United States Green Building Council



Background:

Mr. Escobar is a dedicated and versatile Senior Construction Manager and Estimator with over 25 years of experience in markets such as K-12, Higher Education, Biopharmaceutical, Office, Retail, Commercial, Multifamily, and Institutional projects. He is an excellent team player with high ethical and moral principles, analytical thinker, always developing a positive rapport with Clients, Architects and Subcontractors.

NAVARRO ISD

Navarro, TX | \$90,000,000 | Estimator

Providing preconstruction and project management services for \$90M new high school to accommodate 1,100 students, with a masterplan for future expansion. New school will include academic and dedicated CTE space for current programs and space to implement new certification programs, practice and competition gyms, fine arts areas, including a theater with seating for 750 and classroom and designated dance studio. Also includes Ag Facilities, Ag Barn, and Ag/FFA/CTE conference room.

UNIVERSITY OF THE INCARNATE WORD FOUNDERS HALL RENOVATION

San Antonio, TX | Estimator

Providing preconstruction and project management on the expansion and renovations of Founders Hall. The addition of the iconic building will expand the UIW campus by more than 15 percent and double the university's academic space. The building has more than 350,000 square feet for administrative offices, academic departments, and the Liza and Jack Lewis III Institute of the Americas.

ADDITIONAL PREVIOUS ESTIMATING EXPERIENCE

- City of Selma Police Department, California - \$9.2M
- Amador County Jail, California - \$13.6M
- Verification and Critical Examination of Hays County Jail, Texas
- DGS Santa Maria DMV, California - \$11.4M
- City of Selma Fire Station Remodel, California - \$4.2M
- Gillespie County Capital Projects, Texas - \$3M
- Audubon NIMS Center Renovation, Louisiana - \$0.8M
- Verification and Critical Examination of Dillard University HMGP Drainage Project Estimate, Louisiana
- Verification and Critical Examination of the City of Aurora SWOP GMP, Colorado - \$31.5M
- CMAR Change Order Audit for the City of Atlanta MLK Aquatic Center, Georgia - \$1.3M

* Estimating experience prior to joining AG|CM



FIRM'S PROPOSED SUBCONTRACTORS

4.b - The firm shall not reassign the project personnel without prior approval of the owner.

Project Personnel

The Arkitex Studio, Cleary-Zimmermann Engineering, DUDLEY and AG|CM will not reassign the project personnel without prior approval of the Owner. All proposed personnel will remain committed to project should the project be awarded to our Team.

4.c - How many projects are the personnel working on that are committed to this project, if awarded?

Project Load

The project load for each consultant is listed below:

DUDLEY

In any given week, an engineer may be actively working on 5-10 projects in various phases between schematic design through construction administration. These projects vary in size and complexity.

CLEARY ZIMMERMAN

Randy Rogers, PE, LEED AP - 14 Projects
Zac Stevenson, PE - 7 Projects

AG|CM

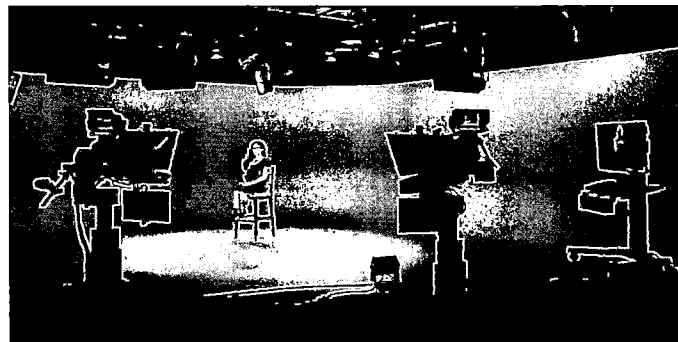
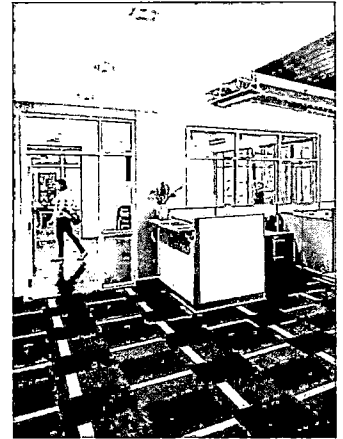
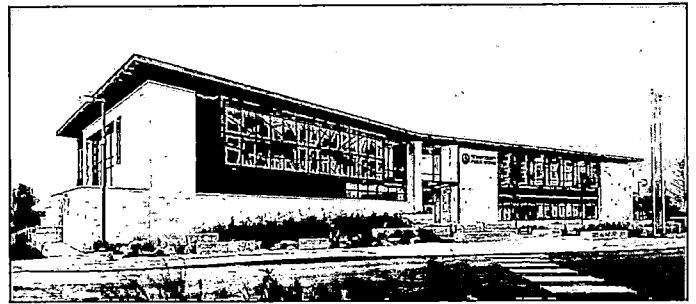
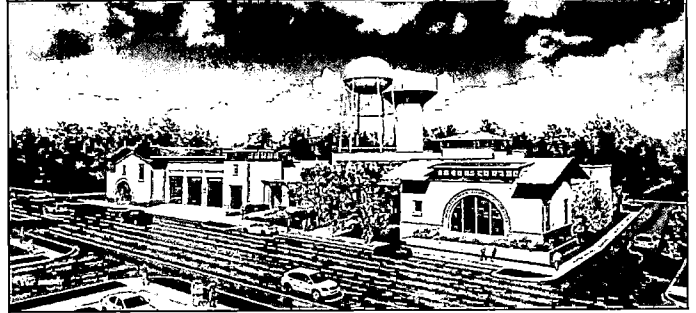
Jamie Escobar – 2 Projects
Paul Kullman – 3 Projects





FIRM'S PROPOSED SUBCONTRACTORS

4.d - List five (5) similar facilities that have the same size and scope and have been designed and completed by the proposed consultant firm personnel. For each project, provide the name, type and scope of project, location (city or town), anticipated completion date, actual completion date, number and amount of change orders, names, phone numbers, and email address of the owner.





BRAZOS COUNTY AGRILIFE EXTENSION OFFICE

BRYAN, TEXAS

Type:
New Construction

Delivery Method:
Design-Bid-Build

Final Construction Cost:
\$2,169,339

Size:
10,000 SF

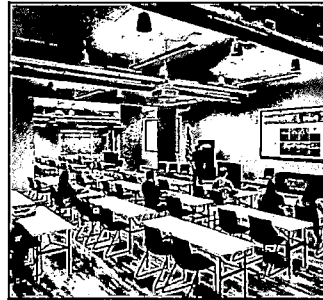
Anticipated Completion:
January 2021

Project Completed:
August 2021

Professional Services:
Structural Design and CA

Number & Amount of Change Orders:
No structural change orders

Owner:
Charles Wendt
Brazos County
979-361-4292 or 979-446-9800
200 S Texas Ave, Suite 352,
Byran, TX 77803
cwendt@brazoscountytexas.gov



This nearly 10,000 sq ft building houses offices, meeting / conference space, and storage facilities. Special considerations included the provision of a multi-use conference room with a teaching kitchen and future ability to subdivide the space when needed. Security planning allowed for portions of the facility to be accessed after hours while locking other areas and not duplicate functions which would be used by both. Structural engineering scope included structural design, construction administration and construction observation for foundation and superstructure. The project was substantially complete in August 2021.



BRYAN ARMORY - FACILITY STUDY

BRYAN, TEXAS

Type:
Facility Study

Delivery Method:
N/A - feasibility Study

Final Construction Cost:
N/A

Size:
Bldg 1: 10,680 SF
Bldg 2: 18,191 SF
Total: 28,871 SF

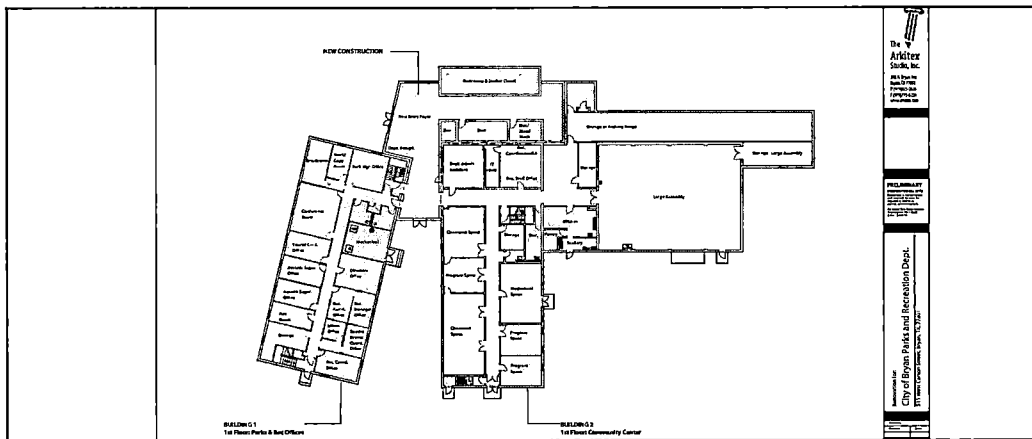
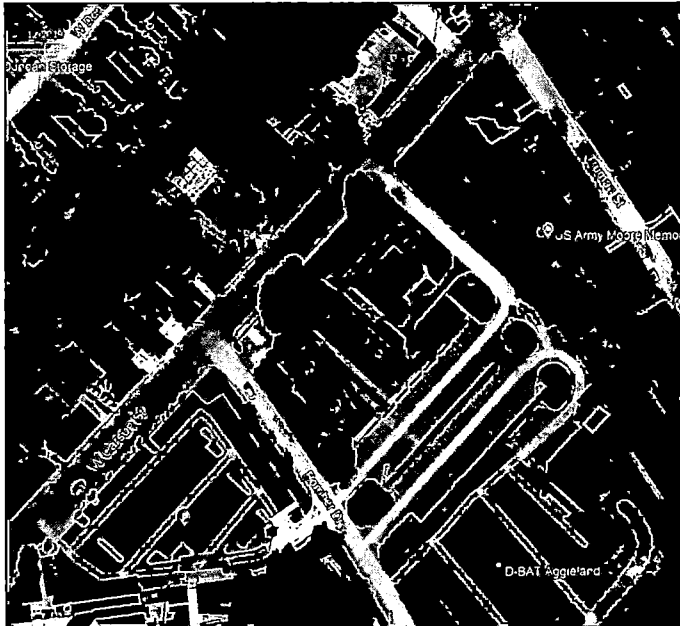
Anticipated Completion:
N/A - feasibility Study

Project Completed:
N/A - feasibility Study

Professional Services:
Structural evaluation of existing building

Number & Amount of Change Orders:
N/A - feasibility Study

Owner:
Linda Cornelius, Director
Parks and Recreation
City of Bryan
979-209-5528
Email: N/A
(Ms. Cornelius is now deceased).

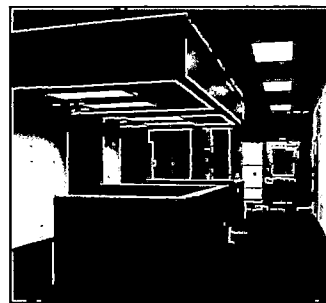
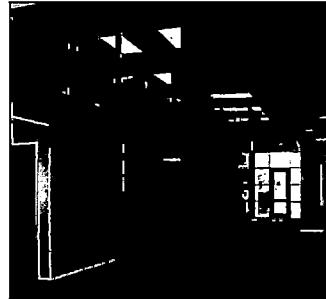


Evaluation of the former National Guard Armory to determine feasibility for re-purposing 2 of the 3 buildings for their use. This use would include Parks and Recreation offices as well as a community center for use by the public. The scope of work focuses on building adaptability, space use, and preliminary renovation estimated costs. DUDLEY evaluated structural condition of the building. A preliminary estimate of cost for 2 design options was included in the final report.



CITY OF BRYAN CITY HALL ANNEX

BRYAN, TEXAS



Type:
Renovation

Delivery Method:
Design-Bid-Build

Final Construction Cost:
\$1,482,705

Size:
24,841 SF

Anticipated Completion:
March 2011

Project Completed:
March 2011

Professional Services:
Structural Engineering &
Design

**Number & Amount of
Change Orders:**
No structural change
orders

Owner:
Karen Lahde
City of Bryan
979-219-7465
klahde@bryantx.gov

This former bank building had been converted to the main police station and municipal court for the City of Bryan in 1985. Upon completion of their new justice center in 2009, the City asked The Arkitex Studio to investigate renovating the building to alleviate overcrowding in the existing City Hall. The first task was to provide a full facility assessment of the building's condition.

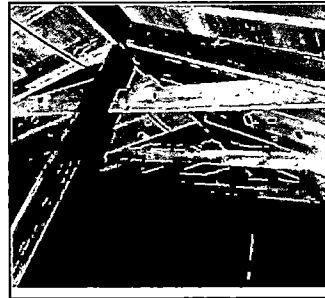
The program called for office space for three governmental departments (Accounting, Human Resources, and Risk Management), and flexible space in the large basement.

In 2010, the City received an Energy Efficiency Conservation Block Grant from the U.S. Department of Energy for energy improvements to the building, helping to fund the renovation. Grant-Funded improvements included updates to the mechanical systems and roof; lowered ceilings (to reduce the volume of air to be conditioned); and smaller, energy efficient windows. And of course, reusing an existing building in an urban location is a sustainable decision by itself.



SAN JACINTO RIVER AUTHORITY OFFICE BUILDING

CONROE, TEXAS



Type:
Assessment and remediation

Size:
8,000 SF

Anticipated Completion:
Unknown to structural engineer

Project Completed:
November 2019

Professional Services:
Structural Assessment and Remediation

Number & Amount of Change Orders:
No structural change orders

Owner:
Levi Love
936-647-0420
levi@l2engineering.com

Structural assessment and remediation of existing 8,000 square foot office building on Lake Conroe. Due to the function of the building, which was classified as Risk Category IV and the emergency nature of its functions, the SJRA wished to remediate the structure to be able to perform adequately in a design wind event.



TDI BROOKS CORPORATE HEADQUARTERS

COLLEGE STATION, TEXAS

Type:
New Construction

Size:
35,000 SF

Anticipated Completion:
Unknown to structural engineer

Project Completed:
July 2013

Professional Services:
Structural Engineering and Design

Number & Amount of Change Orders:
No structural change orders

Owner:
Dr. Jim Brooks
979-693-3446
Drjmbrooks@aol.com



A 53-acre masterplan for TDI Brooks International, includes a laboratory and office building for the seat of their world headquarters. The office has a modern architectural character rooted in Texas vernacular design. The lab facility, connected via an open-air central hub, includes workspaces, office, and secure sample storage.

PUBLIC WORKS BUILDING

SAN ANTONIO, TEXAS

Type:
New Construction

Size:
35,000 SF

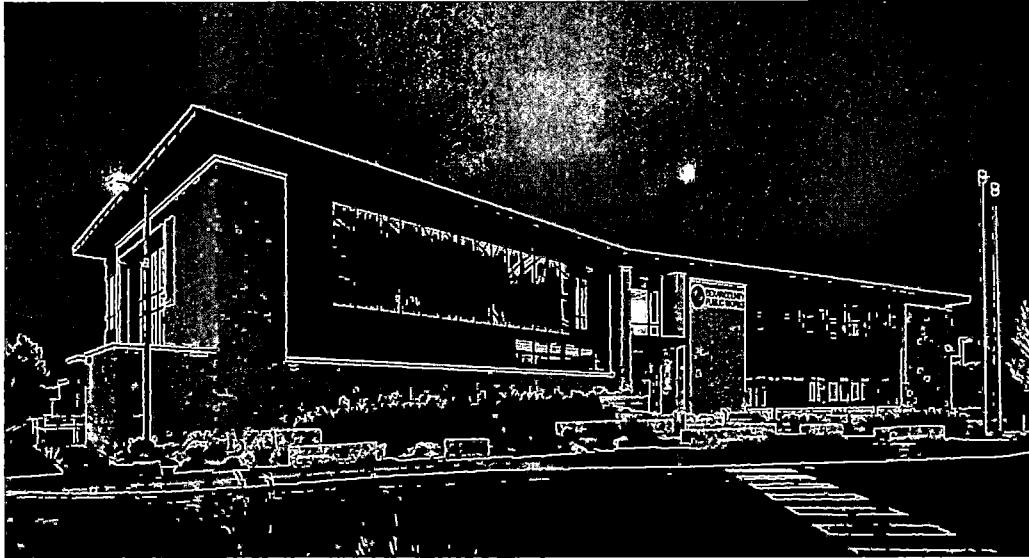
Anticipated Completion:
July 2018

Project Completed:
December 2018

Professional Services:
MEP Engineering and IT/
Security Design

**Number & Amount of
Change Orders:**
Initial Budgeted
Amount-\$16,050,000
Contracted Construction
Amount-\$18,250,000
Final total Construction
Cost - \$19,403,861

Owner:
Nicholas Leighton
Capital Projects Manager
Bexar County
210-335-3350
Nicholas.Leighton@bexar.
org



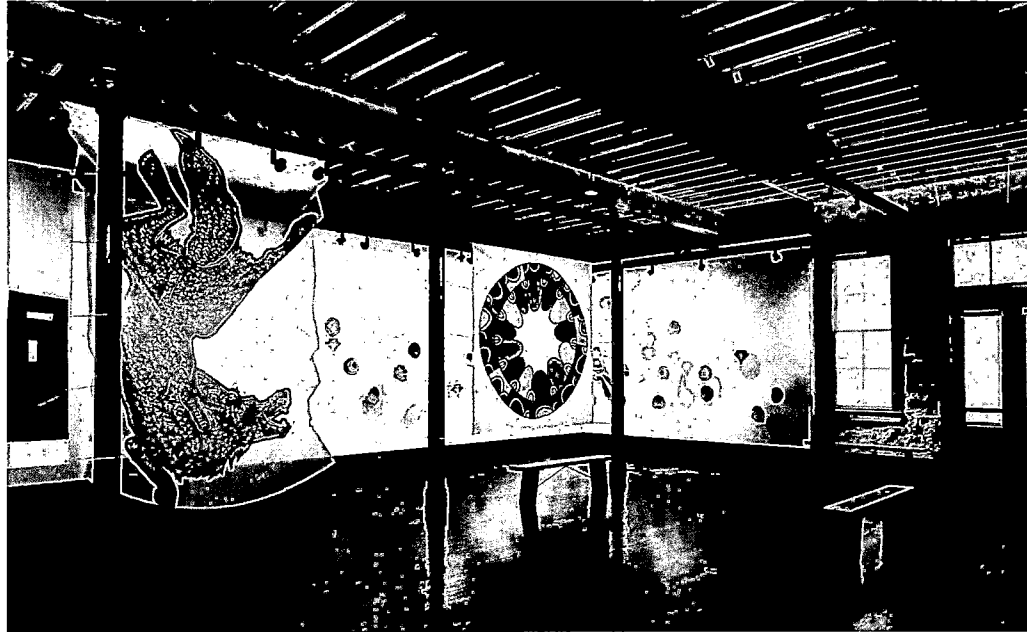
Situated along the Mission Reach of the San Antonio River, the new Bexar County Public Works Building provided the Public Works Department with much needed space and will accommodate for future growth. The 35,000 SF facility is a showplace for the County and has both open and private office space, a large board room, and break room, as well as staff showers and lockers, truck wash, and ample parking.

The building is conditioned using a 4 pipe chilled water cooling and hot water heating system. The chilled water system is configured with a nominal 150 ton air cooled chiller with primary variable chilled water flow. The hot water system is variable flow and configured with two natural gas, 300 MBTU high efficiency, condensing type boilers with primary variable hot water flow. The building HVAC systems are controlled via a comprehensive DDC (Direct Digital Control) system. The plumbing systems are comprised of sanitary waste and vent, domestic hot and cold water, hot water return, storm drainage and emergency overflow storm drainage, and fire protection consisting of automatic fire sprinklers designed for light and ordinary hazard classifications. The building has a 1200A 480/277 volt, three phase, four wire secondary service. The main distribution board feeds the exterior mechanical equipment, the 480V building distribution system, and normal power to the emergency power system.

Cleary Zimmermann's IT/Security division provided structured cabling, audio/visual, video surveillance, intrusion detection, and access control design.

PLAZA DE ARMAS RENOVATION

SAN ANTONIO, TEXAS



Type:
Renovation

Size:
58,330 SF

Anticipated Completion:
December 2014

Project Completed:
December 2014

Professional Services:
Building MEP

**Number & Amount of
Change Orders:**
No Change Orders

Owner:
Dale Lange
Project Manager
City of San Antonio
210-207-7803
Dale.Lange@sanantonio.
gov

Built in 1865, the Plaza de Armas Building is situated near the Spanish Governor's Palace and City Hall; the four buildings together are referred to as Military Plaza. The Plaza de Armas Building underwent a large renovation including improvements to two television studios, a theater, an art gallery, cultural activity space, retail/restaurant space, and administrative offices. We provided all MEP services for the interior and exterior renovations including upgrades to the HVAC, electrical and lighting systems.

The historic nature of Plaza de Armas required special attention to a range of issues during design and construction. Our team faced challenges in adding state of the art MEP systems. To highlight the building's historic attributes and maintain the exposed wood trusses, for example, we took great care to conceal ducting and other piping. We were forced to work around several obstacles while laying out the basement level mechanical and electrical rooms, including large columns and low ceilings, so our design and equipment specifications were chosen accordingly. We added an uninterruptible power supply to the TV studio to allow continued editing capabilities in case of power loss, while ensuring no noise from or visibility of HVAC components would interfere with recording. Due to budget constraints, we were unable to use the standard issue underground vault for the transformer, so we collaborated with Byrne Construction and CPS Energy to build an above ground vault concealed by a decorative structure in the rear alley. The building was retrofitted during the renovation process, and while some portions were unoccupied, others remained in use by the City of San Antonio which required careful construction phasing.

MUNICIPAL COMPLEX

ALAMO HEIGHTS, TEXAS

Type:
New Construction

Size:
25,000 SF

Anticipated Completion:
October 2014

Project Completed:
February 2015

Professional Services:
MEP Design

Number & Amount of Change Orders:
Initial Budgeted Amount - \$5,555,780
Contracted Construction Amount - \$5,946,488
Final total Construction Cost - \$5,946,488

Owner:
Mark Browne
City Manager
City of Schertz (formerly with City of Alamo Heights)
(210) 619-1072
mbrowne@schertz.com



The Alamo Heights Municipal Complex contains the city's courtroom, council chambers, administrative areas, police department, and fire department. Cleary Zimmermann Engineers provided MEP design for this new complex, bringing these facilities up to date. Prior to the facility replacement, the firefighters' dorms were too small, the courtroom and council chambers were extremely overcrowded, and equipment was outdated.

Cleary Zimmermann assisted in the design of new living quarters for the firefighters, which now have enough room for chairs, as well as a spacious kitchen/breakroom, a reception area for guests, and an outdoor balcony with a barbecue and grill. Additionally, a larger and more open council chamber and courtroom, and the complete overhaul of the administrative facilities was conducted. These upgrades serve to make the city building more accessible and desirable to the public.

Because of the new state of the art facilities and increase in accessibility to the public, this 25,000 square foot complex has served to create a more comfortable and productive environment for employees and public attendees alike. This project was modeled using Autodesk® Revit® BIM software.

HEADQUARTERS AND SERVICE CENTER

NEW BRAUNFELS, TEXAS

Cleary Zimmermann Engineers is providing MEP design and commissioning service for the New Braunfels Utilities Headquarters and Service Center. A greenfield development on an undeveloped 48-acre tract of property, the complex will include an 85,000 square foot administrative office building, emergency management command center, a 12,000 sq. ft. vehicle maintenance building, 10,00 sq. ft. warehouse and 15,000 sq. ft. equipment building and parking areas. This project aims to reduce water and energy use through its architectural design and MEP systems including daylight harvesting and incorporating One Water concepts such as maximizing available water onsite including rainwater, gray water, black water, and air conditioner condensate.

Type:
New Construction

Size:
125,000 SF

Anticipated Completion:
In-Progress, Est. June 2024

Professional Services:
Building MEP

Number & Amount of Change Orders:
Project In-Progress

Owner:
Jacob Tschoepe
New Braunfels Utilities
Director of Operations
(830) 608-8911
jtschoepe@nbutexas.com

FIRE MARSHALL'S OFFICE / EMERGENCY RESPONSE FACILITY

SAN ANTONIO, TEXAS

Cleary Zimmermann provided MEP design services for the Bexar County Fire Marshall's Office and Emergency Response Facility. This new 31,000 SF metal facility included 15,000 SF of office/operations space for the Bexar County Fire Marshall and 16,000 SF of vehicular storage for Bexar County Emergency vehicles. We provided split systems for heating, ventilation and air conditioning systems. Electrical design included power, LED site and building lighting, and special systems including fire alarm, data/telecom raceways, CCTV and access control. Plumbing design included domestic water, sanitary waste and vent, and fire sprinkler protection.

Type:
New Construction

Size:
30,353 SF

Anticipated Completion:
August 2017

Project Completed:
March 2018

Professional Services:
Building MEP

Number & Amount of Change Orders:
No Change Orders

Owner:
Dan Curry
Facilities Management
Department Director
Bexar County
(210) 335-6735
DCurry@Bexar.org

PFLUGERVILLE ISD ELEMENTARY SCHOOL #22
 PFLUGERVILLE, TEXAS



The new two-story elementary school has a capacity of 850 students and features 39 academic classrooms, six intermediate classrooms, a fine arts facilities, modern CL&I and cafeteria. Additionally, the campus includes a new career and technical educational Agricultural facility complete with animal stalls, classroom, wash station, practice area, and cattle turnout area. The estimated construction cost is \$40.5 Million. AG|CM was selected as Project Manager for the Pflugerville ISD 2018 Bond Program to provide cost estimating, constructibility reviews, value engineering, QA/QC Inspection and project closeout.

Type:
 New Construction

Size:
 126,773 SF

Anticipated Completion:
 August 2021

Project Completed:
 In-Progress, Expected Fall 2022

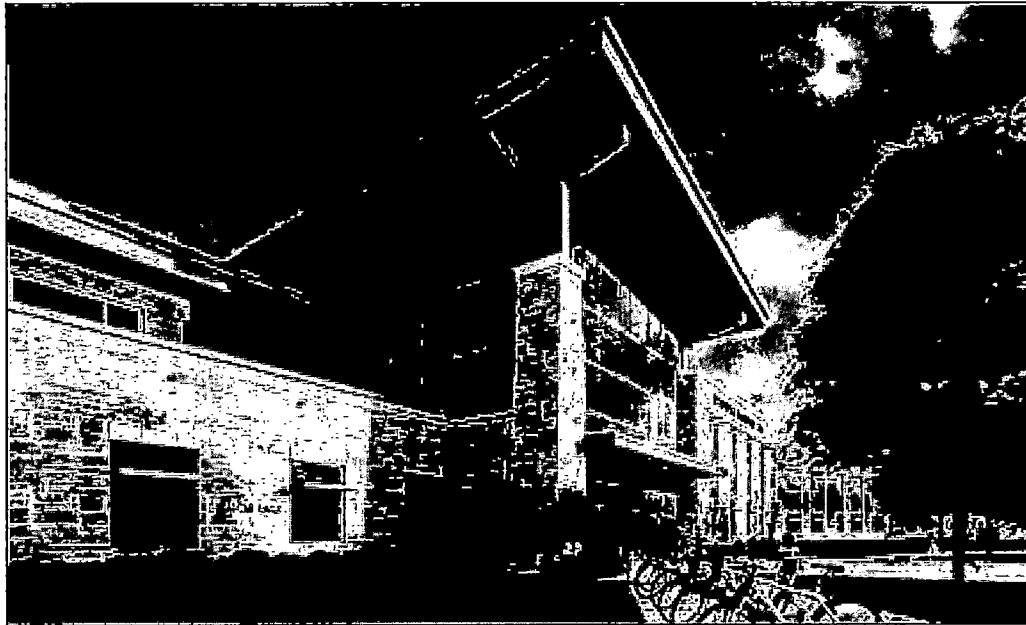
Professional Services:
 Project Management, Cost Estimating, Constructibility Reviews, Value Engineering, QA/QC and Project Closeout

Number & Amount of Change Orders:
 Project In-Progress

Owner:
 Pflugerville ISD
 David Vesling
 Executive Director
 512.594.0245
 david.vesling@pfsd.net

PFLUGERVILLE ISD MIDDLE SCHOOL #7

PFLUGERVILLE, TEXAS



Type:
New Construction

Size:
198,170SF

Anticipated Completion:
August 2021

Project Completed:
In-Progress, Expected Fall 2022

Professional Services:
Project Management,
Cost Estimating,
Constructibility Reviews,
Value Engineering, QA/QC
and Project Closeout

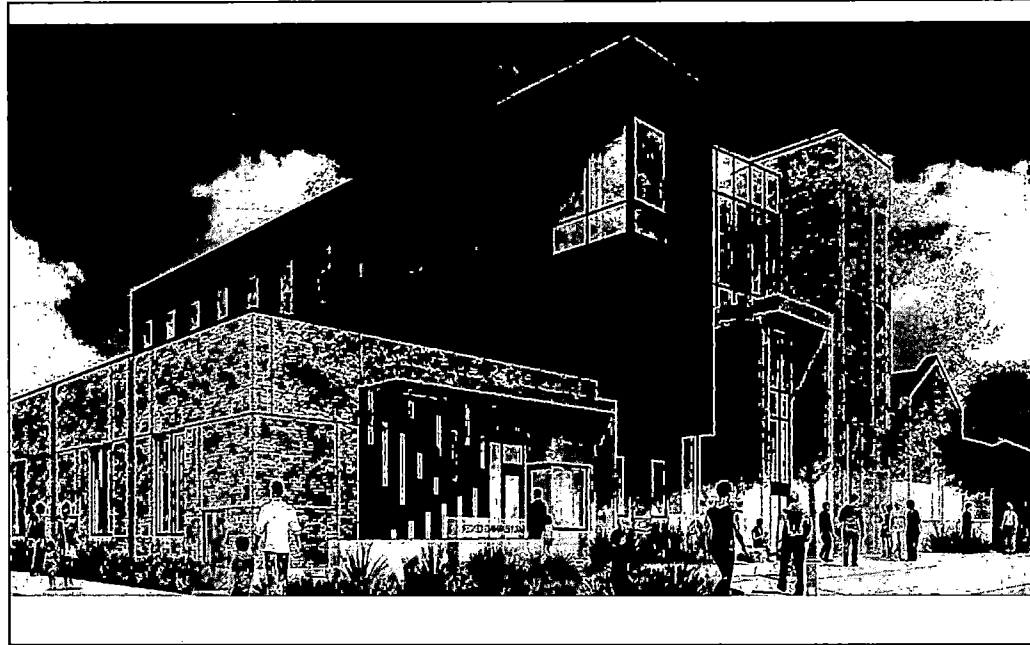
**Number & Amount of
Change Orders:**
Project In-Progress

Owner:
Pflugerville ISD
David Vesling
Executive Director
512.594.0245
david.vesling@pfsd.net

The new two-story middle school has a capacity of 1,200 students and features 27 classrooms, nine science labs, career and technical education (CTE) classrooms, two separate gymnasiums, fine arts facilities and an outdoor courtyard. Additionally, the campus requires a new stadium, including bleachers, press box, sports lighting, a six-lane track and associated site improvements. The estimating construction cost is \$57.2 million. AG|CM was selected as Project Manager for the Pflugerville ISD 2018 Bond Program to provide cost estimating, constructibility reviews, value engineering, QA/QC Inspection and project closeout.

TODDLER LEARNING CENTER AND CENTRAL SERVICES BUILDING

AUSTIN, TEXAS



Type:
New Construction

Size:
26,000 SF

Anticipated Completion:
June 2021

Project Completed:
Spring 2022

Professional Services:
Cost Estimating

Number & Amount of Change Orders:
N/A

Owner:
McKinney York Architect
Aaron Taylor, AIA
Project Architect
512.476.0201
ataylor@mckinneyork.com

The project consists of a new three-story, 26,000 SF building to house the new Toddler Learning Center (TLC) and Central Services Center (CSC) at the Texas School for the Deaf. The 5,500 SF Toddler Learning Center. A playground will be provided. Relocating administrative activities to a central location currently spread out across the campus will make additional classroom space in academic buildings available and allow the removal of temporary trailers. Site improvements will address visitor drop off, parking, and landscaping. AG|CM was tasked to provide complete detailed estimates at various design milestones along with Reconciliation Efforts with a CM at Risk contractor. The project required an extensive amount of collaboration with the design team and CM at Risk contractor prior to and throughout the design process. This included identifying a work breakdown structure for effective reconciliation efforts along with continued discussion on cost driven project challenges with staging & contractor parking accounted for in general requirements/conditions.

KENEDY ISD ELEMENTARY SCHOOL RENOVATION

KENEDY, TEXAS



Type:
Renovation

Size:
65,000 SF

Anticipated Completion:
December 2020

Project Completed:
December 2020

Professional Services:
Program/Project Manager,
Contract Administration,
Budget/Change &
Schedule Management,
and QA/QC

**Number & Amount of
Change Orders:**
N/A

Owner:
Kenedy ISD
Dr. Diana Barrerra
Superintendent
830.583.4100
dbarrera@kenedyisd.com

This project includes removal and replacement of existing VCT, carpet, acoustic ceiling tiles, lighting, HVAC and roof coating, as well as incorporating a new sprinkler system, and painting all interior walls. A new bus canopy to be added with an alternate. The estimated construction cost is \$4.6 million. AG|CM was selected as Program/Project Manager for the Kenedy ISD 2017 Bond Program to conduct Contract Administration, Budget/Change & Schedule Management, Quality Assurance and Management of Quality Control Inspectors.

ROBERTS MIDDLE SCHOOL RENOVATION

FULSHEAR, TEXAS



The project consists of a new middle school to accommodate 650 students. It will include an administration area, classrooms, gymnasium cafeteria, kitchen, library, fine arts, and science labs. The site will consist of visitor and staff parking as well as a bus loop for both special needs students as well as a main bus drop off area. The estimated construction cost is \$21.6 million. AG|CM is sub-consultant to the Vanir/Rice & Gardner JV providing Program Management services for the \$196M Lamar Consolidated ISD 2014 Bond Program. Projects included 5 new elementary schools, a new middle school, new band halls at two high schools, natatorium practice pools, and multiple support facilities. AG|CM is providing construction management services and cost estimating services.

Type:
New Construction

Size:
82,715 SF

Anticipated Completion:
August 2019

Project Completed:
August 2019

Professional Services:
Program Management,
Construction Management,
and Cost Estimating

**Number & Amount of
Change Orders:**
N/A

Owner:
Nicholas Leighton
Capital Projects Manager
Bexar County
210-335-3350
Nicholas.Leighton@bexar.
org



FIRM'S PROPOSED SUBCONTRACTORS

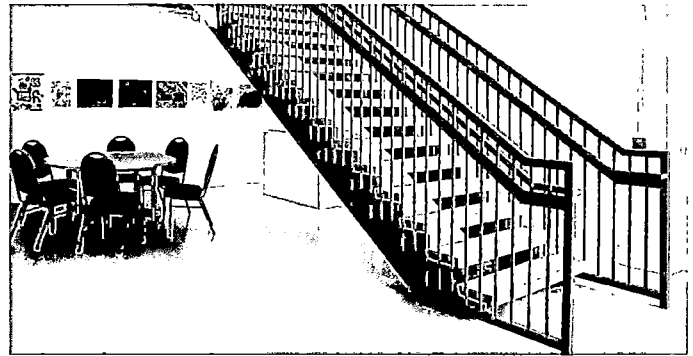
4.e - List three (3) projects that the proposing architect has worked on with the proposed consultant firm. Include the consultant's responsibility for the project.

Client and Project Name	Arkitex Studio (Prime Firm)	Cleary Zimmermann (MEP Engineering & Design)	DUDLEY (Structural Engineering and Design)
Brazos County AgriLife Extension Office	✓		✓
Highway 30 Industrial Development	✓	✓	✓
Astin Aviation Terminal and Hangar at Easterwood	✓	✓	✓⊕
Hospice Brazos Valley Administration Office Renovation and Facility Assessment	✓	✓	✓
Bryan Armory Building Facility Assessment	✓		✓
City of College Station Facility Maintenance Building	✓	✓	✓

⊕ Rick Robertson, P.E. worked on these projects prior to his firm merging with DUDLEY.

AG|CM

While AG|CM and Arkitex have not had the pleasure to be contracted on a project together, our staff and principles have a working relationship in business development and upfront project planning for several projects and pursuits. In previous roles, staff from AG|CM and Arkitex have pursued multiple projects in the Brazos Valley, provided project consultation services and worked side by side to provide project-planning for clients.



TAB 5

SCHEDULE AND BUDGET CONTROL





SCHEDULE AND BUDGET CONTROL

5.a - Describe, in detail, the project scheduling system, or methodology you propose to use in this project.

Project Scheduling

We start our projects by creating a detailed schedule, which is based on the Owner’s required completion date. Using the completion date, we work backwards, creating a pull-schedule, to establish major milestones for accountability and coordination to make the project a success. Those major milestones divide the schedule into shorter durations to track the progress of all team members and the project as a whole. This detailed schedule includes decisions required by the Owner, submittals to authorities, deliverables by consultants, and coordination/review time for all team members.

Scheduling for the BISD Feasibility Study

In order to comply with set schedules, the Project Manager, Pamela da Graca, must organize the team and the workload to meet the agreed upon dates. She must not only coordinate and communicate with her in-house team, but also the various engineers and sub-consultants. Pamela has demonstrated her ability to do this on the multiple projects she has managed by staying in continual communication with the Owner and the team members and ensuring they have the information they need to complete their work. She also requires that sub-consultants provide their work prior to a deadline to ensure that it is received and reviewed prior to submittal to the Owner.

5.b - Identify all key steps, phases, milestones, approvals, and project meetings you anticipate in the proposed schedule for the project.

Proposed Schedule

Activity	Approximate Duration	Owner Involvement
Kick-off meeting and review existing documents & survey building	3 Weeks	✓ 1 meeting
Assess, evaluate, and recommend keeping, repairing, or replacing existing materials or systems.	4 Weeks	✓ 1 meeting
Concurrent with the above, gather programming information from the Owner	2 Weeks	✓ 2 meetings
Assemble: present Program for Owner approval	1 Week	✓ 1 meeting
Apply approved program to the existing building layout; prepare 4 to 5 options as requested by the Owner	4 Weeks	✓ 1 meeting
After Owner selection, refine selected options for Owner approval	3 Weeks	
Prepare cost estimates to accompany selected option	2 Weeks	✓ 1 meeting



SCHEDULE AND BUDGET CONTROL

5.c - For the projects listed in response to question 3.b. above, provide a list of the project costs indicating the initial estimate, the original bid amount, the negotiated bid amount (if any), the final closeout cost, change orders, and the reason for the change orders. *Arkitex Studio listed the 5 projects shown in question 2a per the direction provided.

BRAZOS COUNTY EXTENSION OFFICE

BRYAN, TEXAS

Initial Estimate: \$2,500,000

Original Bid Amount: \$2,229,400 including alternates.

Negotiated Bid Amount: \$2,229,400

Final Closeout Cost: \$2,169,339

Number & Amount of Change Order(s) & Reason For The Change Order(s): One Change Order to credit \$60,000 of the owner's \$100,000 contingency amount not spent during construction. **19 Change Proposal Requests equaling \$40,000 or 1.8%.** Change Proposal Requests included revisions to door hardware, optional ceiling framing, adding speakers, card readers, and security cameras into the project, adding a mechanical chase to conceal ductwork, and adding steel for folding partition support.



TEXAS A&M TURBO MACHINERY OFFICE ADDITION

COLLEGE STATION, TEXAS

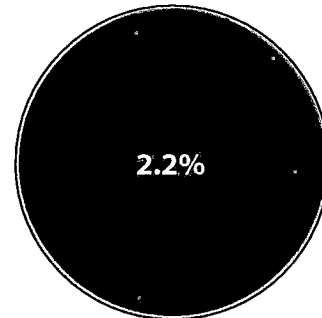
Initial Estimate: \$2,050,000

Original Bid Amount: \$2,109,000

Negotiated Bid Amount: \$2,109,000

Final Closeout Cost: \$2,157,087

Number & Amount of Change Order(s) & Reason For The Change Order(s): Four Change Orders totaling \$48,087 or 2.2%. Owner added AV scope of work into GC contract, and revision of the storm drainage outlet.



CITY OF BRYAN CITY HALL ANNEX

BRYAN, TEXAS

Initial Estimate: \$1,918,000

Original Bid Amount: \$1,482,705

Negotiated Bid Amount: \$1,482,705

Final Closeout Cost: \$1,482,705

Number & Amount of Change Order(s) & Reason For The Change Order(s): NONE





SCHEDULE AND BUDGET CONTROL

TAMU TTI RENOVATION

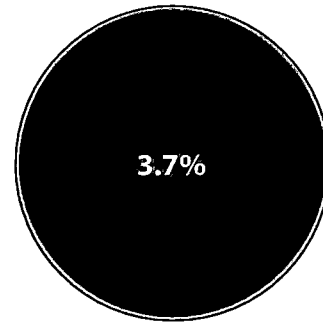
COLLEGE STATION, TEXAS

Initial Estimate: \$1,200,000

Original Bid Amount: \$1,679,000

Negotiated Bid Amount: \$2,229,400

Final Closeout Cost: \$1,744,031



Number & Amount of Change Order(s) & Reason For The Change Order(s): Eight Change Orders totaling \$65,031 or 3.7%. All change orders were related to unforeseen conditions in existing construction.

BRYAN ARMORY FACILITY STUDY

BRYAN, TEXAS

Initial Estimate: \$2,050,000

Original Bid Amount: \$N/A - Facility Study/Assessment

Negotiated Bid Amount: \$N/A - Facility Study/Assessment

Final Closeout Cost: \$N/A - Facility Study/Assessment



Number & Amount of Change Order(s) & Reason For The Change Order(s): N/A - Facility Study/Assessment

Section 5.d - Will the consultant fees be included in the basic architectural service provided by the firm? If not, how do you proposed to bill the County for those services? Which services will be self-performed, and which would be sub-contracted?

The Arkitex Studio will include all consultants services needed to evaluate the existing building and recommend renovation options including cost estimates, in one proposed fee. The Arkitex studio will provide architectural services including basic building evaluation, code review, and interior design (finish selections). Structural engineering, MEP engineering and cost estimating will be provided by our consultants.

SCHEDULE AND BUDGET CONTROL

Section 5.e - Describe how you propose to control the quality of construction.

Quality Control

The Arkitex Studio, Inc. provides comprehensive construction administration services as an integral aspect of our services. During this phase, we provide a thorough review of submittals, visit the project site every other week at a minimum, and hold regular meetings at the site to facilitate communications and encourage orderly progress of the work. The Project Manager and Project Architect maintain consistent involvement and responsibility during the construction phase. Photo documentation is provided for reference. We have found that clear, open and constant communication between the design team, owners, and contractor is integral to successful projects at all stages of the work. The Project Manager will actively seek and implement communications efforts with all parties.

No project can be completely free of any issues, though we strive for that goal. When problems do occur or circumstances change after a project is underway, we have the skills and expertise to work through the situation and find solutions.

As an example, Astin Aviation, as a gateway to Aggieland, needed to provide a high aesthetic quality that required exceptionally sleek detailing and construction. During construction, it emerged that the fire protection system subcontractor had not read the specifications closely enough to approach this project with adequate finesse, resulting in inappropriately placed system components which the subcontractor then had to remove. To aid the correction process, The Arkitex Studio provided detailed drawings of sprinkler system components to guide the sub's work. Fortunately, the issue was caught in time to not impact other trades or the project schedule.

“

I believe that trust is a critical element in any business relationship, but in the architect/developer relationship, it is quite literally make or break. I trust The Arkitex Studio.”

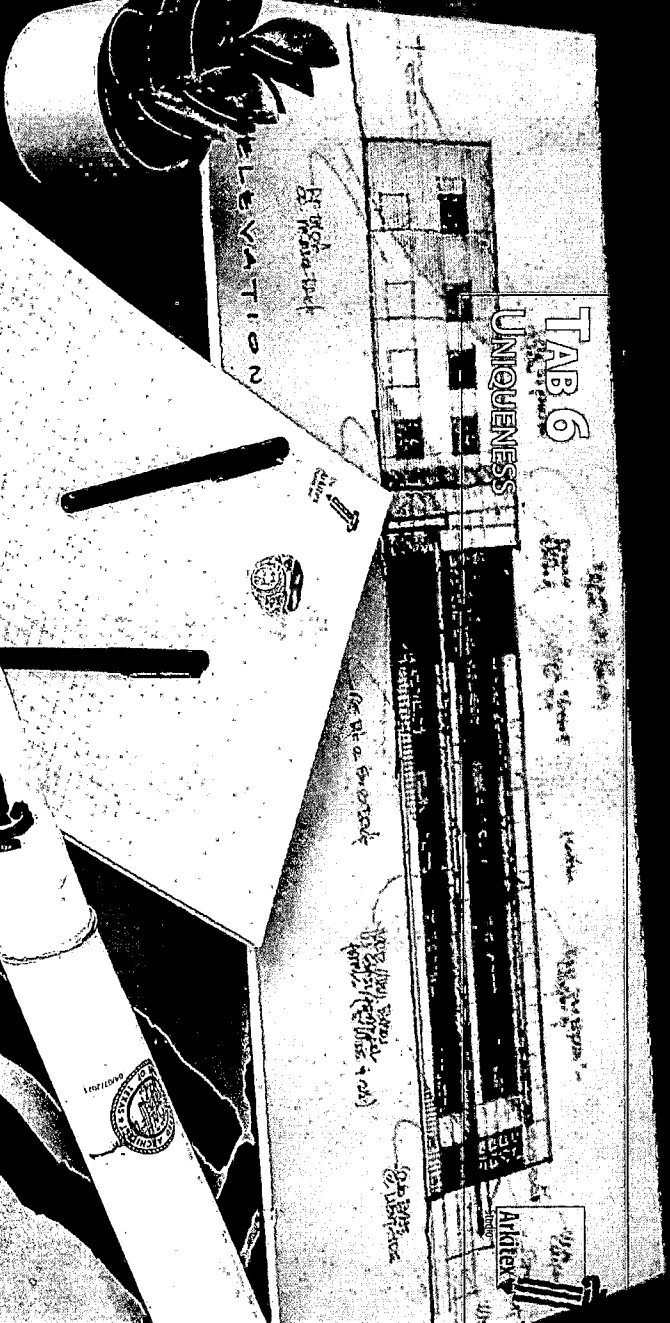
John W. Clanton



Studio, Inc.

ARKITEX

ARKITEX
1111 Bryan Ave
#1111 TX 77803
917-582-2635
www.arkitex.com





UNIQUENESS

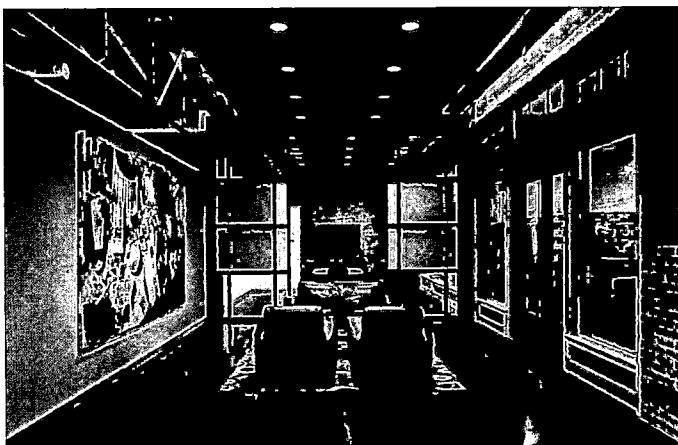
6.a - In 300 words or less, explain why you believe your organization is uniquely qualified to provide design services for Brazos County. Include any other information, which you feel would be helpful in the selection of your firms in this project.

The Arkitex Studio

The Arkitex Studio has been in business in this community, OUR community, for over 25 years. This is our home. We know the flora and fauna: the building code officials, fire officials, contractors, subcontractors, engineers, and designers. We understand how the process works in Brazos County. The architectural team is the same team used for the successful completion of the Brazos County Extension Office. We listened to the County's problem statements and put solutions together that lead to a successful project. We enjoyed working with the Owner's representatives and understand how the County operates. We provide designs that are buildable, practical, efficient, and cost effective. We are good stewards of the County's properties and funds.

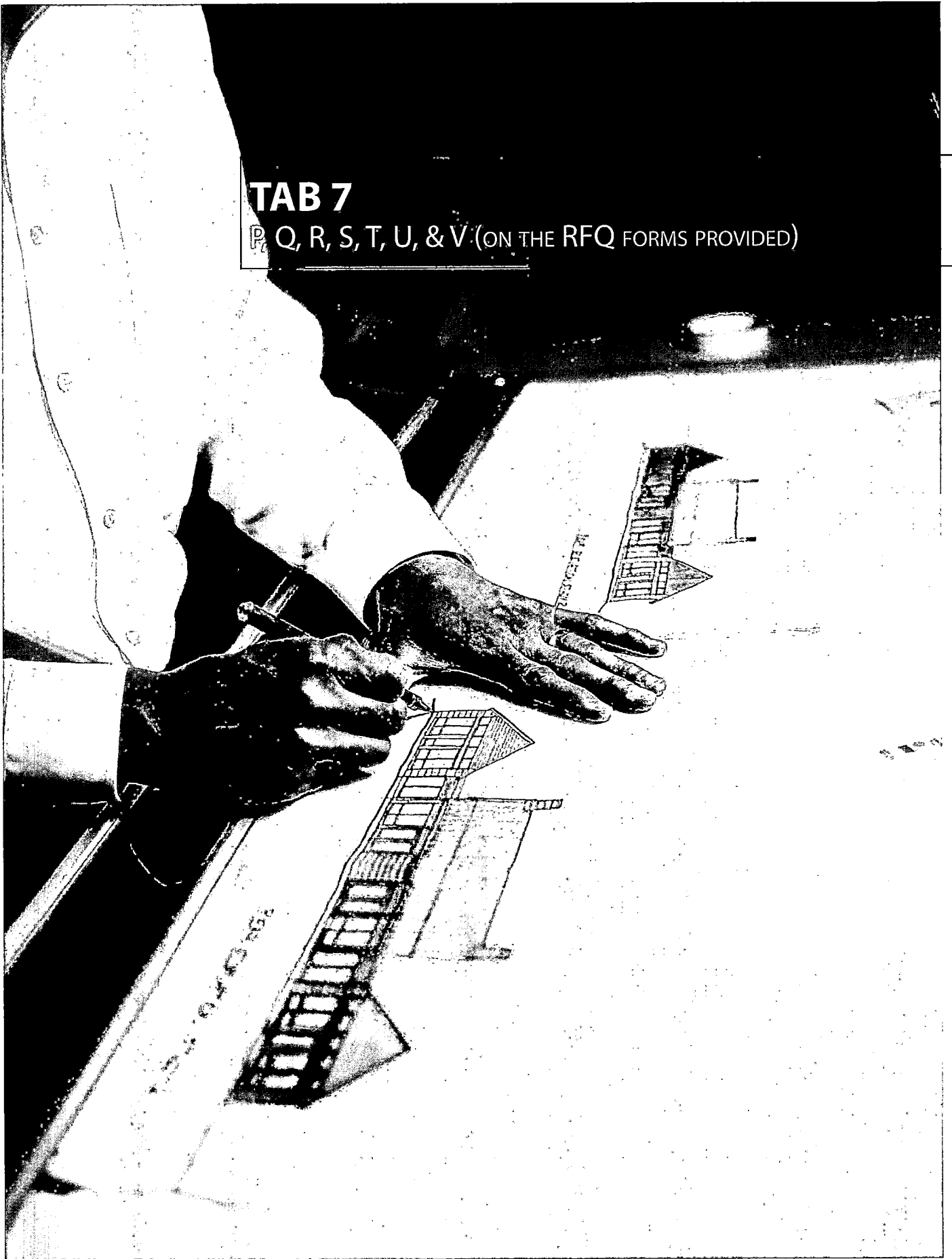
Our design team has a depth of experience analyzing existing buildings. The City Hall Annex and the Bryan Armory projects are two examples of very similar work. We evaluate the building's systems on every existing building we renovate. This includes, First National Bank Building, the former Woolworth Building, Astin Building, Queen Theater, Proudest Monkey, All The Kings Men, Temple Freda, the Varisco Building, City National Bank, the Tremont Building and 310 N. Bryan Ave., all of which are in Downtown Bryan. We have designed many corporate headquarter offices for repeat clients such as Stata, Capsher, and TDI Brooks. In addition, we have been working with Texas A&M and Blinn for over 25 years on renovation projects of all sizes. These types of projects are always challenging, but we truly enjoy solving the problems presented. Having looked at the BISD building for another client, we are truly excited and ready to solve the problems presented with renovating this mid-century modern landmark building.

We look forward to working with the County again.



TAB 7

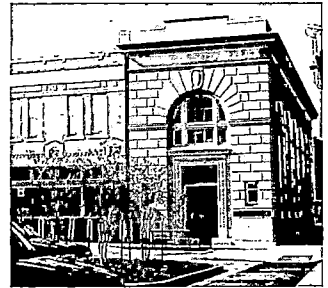
P, Q, R, S, T, U, & V (ON THE RFQ FORMS PROVIDED)





P, Q, R, S, T, U & V (ON THE RFQ FORMS PROVIDED)

THE ARKITEX STUDIO ACKNOWLEDGES EXHIBITS A, B, C & D AND IS PREPARED TO SIGN ALL APPLICABLE DOCUMENTS IF A CONTRACT IS AWARDED. SIGNED EXHIBITS A&B ARE INCLUDED. EXHIBIT D IS NOT APPLICABLE.



performance of the services required. A professional service agreement will be entered into with the most qualified responsible individual or firm who complies with the prescribed requirements. No service contract will be awarded until all necessary investigations have been completed regarding the responsibility and qualifications of the firm or individual. Requests for Qualifications will be reviewed and evaluated by a committee and rated based on the following considerations:

- | | |
|--|------------|
| 1. <u>Organization</u> | 5% |
| Organization of the proposal itself, format, ease of finding certain sections. | |
| 2. <u>Experience of Firm's Proposed Personnel</u> | 30% |
| Proposer's direct staff and management designated to this project. | |
| 3. <u>Process of Planning and Project Management</u> | 20% |
| Proposer's specific experience on management of like projects and their process in which they manage their projects. | |
| 4. <u>Firm's Proposed Subcontractors and their Experience</u> | 20% |
| Proposer's subcontractor's experience in like projects and their qualifications. | |
| 5. <u>Schedule and Budget Control</u> | 20% |
| Proposers scheduling system and how they propose to meet the time and all milestones to get to a successful end product. | |
| 6. <u>Uniqueness</u> | 5% |
| Proposer's uniqueness that helps them stand out from any other proposal received. | |

In the event that the County requires additional information or clarification, interviews may be conducted with selected individuals or firms. County staff will make a recommendation to the Commissioners Court for the final selection and award.

1. Brazos County, at its sole discretion, reserves the right to reject any or all Proposals, reject any particular item on a Proposal, and/or waive immaterial formalities and to accept the offer most advantageous to the County.
2. All Qualification Statements are evaluated for compliance with the RFQ. Failure to comply with the listed Conditions of Proposals may result in disqualification of the Proposal.
3. Any contract made, or purchase order issued, as a result of this RFQ shall be entered into the State of Texas and under the laws of the State of Texas. In connection with the performance of work, the Respondent agrees to comply with the Fair Labor Standard Act, Equal Opportunity Employment Act, and all other applicable Federal, State, and local laws, regulations, and executive orders to the extent that the same may be applicable. Respondent further understands and agrees that venue shall be in Brazos County, Texas.

P. REFERENCES

Vendors shall provide a list of at least five (5) references, where work comparable in quality and scope to that specified has been performed within the past five (5) years. This list should include the **names, phone number and email** of the company/entity for which the prior work was performed to contact these references. References received on previous solicitations for similar size and scope in the previous six (6) months may be considered in lieu of obtaining a new reference check. A

negative reference may be grounds for disqualification of bid. Bidders are not allowed to use Brazos County as a reference.

Company/Entity: Astin Partners

Contact: Randall Spradley

Phone: 979-595-3205

Email: jrs@astin.us

Company/Entity: StataCorp

Contact: Alan Riley

Phone: 979-696-4600

Email: ariley@stata.com

Company/Entity: City of College Station Parks and Recreation

Contact: Rusty Warncke

Phone: 979-764-3486

Email: rwarncke@cstx.gov

Company/Entity: American Lumber

Contact: Barry Hendler

Phone: 979-229-9053

Email: barry@americanlumber.net

Company/Entity: City of Bryan

Contact: Joey Dunn

Phone: 979-209-5100

Email: jdunn@bryantx.gov

Q. V.T.C.A. LOCAL GOVERNMENT CODE §262.0276

This Section must be completed. Failure to complete this section will disqualify the bid.

Brazos County shall refuse to enter into a contract or other transaction with a person who owes a debt to the County per V.T.C.A Local Government Code §262.0276.

This refusal to award a contract to or enter into a transaction with a person, pertains to an apparent low bidder or successful proposer that is indebted to the County;

“Person” includes an individual, sole proprietorship, corporation, nonprofit corporation, partnership, joint venture, limited liability company, and any other entity that proposes or otherwise seeks to enter into a contract or other transaction with the County requiring approval by the Commissioner’s Court;

“Debt shall include delinquent taxes, fines, fees, or delinquencies arising from written agreements with the County.

Prior to award of a contract by the Commissioners’ Court, the Purchasing Department will request a statement of account from the Brazos County Tax Office.

Any “debt” as defined above, that is reflected on the statement of account, will be documented and placed in the bid file. The bid or proposal from the person with the debt shall be considered “non-responsive” and “not responsible”, eliminating it from any further consideration of award.

These provisions shall apply to any “person” owned, partially owned, managed, operated or represented by a “person” indebted to the County.

Please list all the names of the individuals that have ownership, officers, managers, and board of directors that you have associated with your entity below.

Name	Title (Owner, Officer, Director, Manager, Etc.)
Eva Read-Warden	President
Michael Record	Vice President
Paul Martinez	Secretary

R. PROPOSAL EVALUATION WAIVER

By submitting a proposal or response, each Proposer/offeror indicated below agrees to waive any claim it has or may have against Brazos County (the Owner), Architect, Engineers, Consultants and their respective Commissioners, directors, employees, or agents arising out of or in connection with (1) the administration, evaluation, or recommendation of any proposal or response (2) any requirement under the Request for Qualification or related documents; (3) the rejection of any proposal or response or any part of any proposal or response; and/or (4) the award of a Contract, if any.

The Proposer further agrees the Owner reserves the right to waive any requirements under the proposal documents or the Contract Documents, with regards to acceptance or rejection of any proposals, and recommendation or award of the contract.

Note: The Statement of Affirmation Must be Notarized.

STATEMENT OF AFFIRMATION

“The undersigned affirms that he/she is duly authorized to execute this waiver by the person(s) or business entity making the proposal.

Firm’s Name: The Arkitek Studio, Inc.

Address: 308 N. Bryan Ave. Bryan, TX 77803

Proposer’s Name: Mike Reuord

Position/Title: Principal

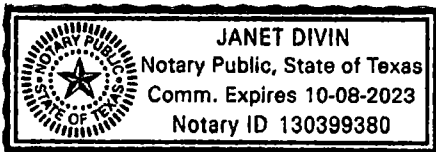
Proposer’s Signature: *Mike Reuord*

Date: Sept. 29, 2022

Subscribed and sworn to me on this 29 day of Sept in the year 2022

Janet Divin
Notary Public

My Commission expires 10/8/2023



S. ADDENDA

The undersigned acknowledges receipt of the following addenda issued during the time of Bidding and includes the several changes therein in this Proposal.

No. N/A No. _____ No. _____
Date _____ Date _____ Date _____

T. CERTIFICATION OF PROPOSAL

The undersigned affirms that they are duly authorized to execute this contract, that this bid has not been prepared in collusion with any other Contractor, and that the contents of this bid have not been communicated to any other Contractor prior to the official opening.

Signed By: *Mike Record* Title: Principal

Typed Name: Mike Record

Company Name: The Arktex Studio, Inc.

Mailing Address: 308 N. Bryan Ave Bryan, TX 77803
P.O. Box or Street City State Zip

Employer Identification Number: 74-2816195

CORPORATE SEAL IF SUBMITTED BY A CORPORATION END OF RFQ NO. CIP 22-649

By signing below, Brazos County agrees that this RFQ CIP 22-649 will be awarded to the vendor whose name appears above and both parties agree to the terms and conditions contained herein.

By: Brazos County Commissioner's Court _____

Date: _____

Attest: Brazos County Clerk _____

U. LEGISLATIVE CERTIFICATIONS

Brazos County is federally mandated to adhere to the directions provided in the President’s Executive Order (EO) 13224, Executive Order on Terrorist Financing – Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective 9/24/2001 and any subsequent changes made to it via cross-referencing respondents/vendors with the Federal General Services Administration’s Excluded Parties List System (EPLS, <https://www.sam.gov>), which is inclusive of the United States Treasury’s Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list. Respondent certifies that the responding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that Respondent is in compliance with the State of Texas statutes and rules relating to procurement and that Respondent is not listed on the federal government’s terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at: <https://www.sam.gov>.

The undersigned affirms the non-debarment statement above, that they are duly authorized execute this contract.

The company representative below further affirms, that the company submitting this proposal, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, and 2274.002 Texas Government Code:

1. “Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made or ordinary business purposes; and
2. “Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.
3. If Respondent is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Respondent verifies that Respondent does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required.

Company Name: The ArkHtex Studio, Inc.

Authorized Company Representative: Mike Record

Address: 308 N. Bryan Ave. Bryan, TX 77803

Signature:  Date: Sept. 29, 2022

Contract # CIP 22-649 Feasibility Study for Renovation of BISD Building

Handwritten text, possibly bleed-through from the reverse side of the page. The text is faint and difficult to decipher but appears to contain several lines of cursive script.

V. The following items should be completed and included in your bid submission. Failure to include these items will disqualify your bid.

- References (Section P)**
- V.T.C.A. Local Government Code §262.0276 for Tax Verification (Section Q)**
- All Addendums (if applicable)**
- Certification of Proposal (Section T)**
- Legislative Certification (Section U)**
- Signed Exhibits (Exhibits A, B, & D (if applicable))**

Exhibit A: ARPA Requirements

I, Mike Rejord (representative's name), as a duly authorized representative of The ArkHx Studio (company's name), agree to the following and affirm that The ArkHx Studio (company's name) will comply with all requirements herein.

1. Brazos County is an Affirmative Action / Equal Opportunity Employer
 - a. Residents, Minority Business Enterprises, Small Business Enterprises, Woman Business Enterprises, and Labor Surplus Area firms are encouraged to submit SOQs.
2. Statement of Conflicts of Interest (if any)
 - a. The service provider or key employees may have regarding these services, and a plan for mitigating the conflict(s). Note that Brazos County may in its sole discretion determine whether or not a conflict disqualifies a firm, and/or whether or not a conflict mitigation plan is acceptable.
3. System for Award Management
 - a. Service provider and its Principals, shall not be debarred or suspended nor otherwise on the Excluded Parties List System (EPLS) as its principals are not listed (or not debarred) through the System for Award Management (www.SAM.gov).
4. Form Conflict of Interest Questionnaire (found on our webpage, www.brazoscountytexas.gov)
 - a. Texas Local Government Code chapter 176 requires that any vendor or person who enters or seeks to enter into a contract with a local affiliation, business relationship, family relationship, or provision of gifts that might cause a conflict of interest with a local government entity. Questionnaire form CIQ is included in the RFQ and must be submitted with the response.
5. Certification Regarding Lobbying – Disclosure of Lobbying Activities (enclosed)
 - a. Certification for Contracts, Grants, Loans, and Cooperative Agreements is included in the RFQ and must be submitted with the response.
6. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms
 - a. Small and minority businesses, women's business enterprises, and labor surplus area firms are encouraged to participate in this RFQ. If the awarded vendor is a prime contractor and may use subcontractors, the following affirmative steps are required of the prime contractor:
 - i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and woman's business enterprises;
- v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

7. Equal Employment Opportunity (2 CFR 200 APPENDEX II (C) and 41 CFR §60-1.4(b))

- a. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-4.1(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

b. 41 CFR 60-1.4 Equal opportunity clause.

- i. (b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:

- 1) The [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

- a) During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or other employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and

such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

1. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
2. The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the [recipient] so participating is a State or local government, the above equal opportunity clause is not applicable to any agency instrumentality or subdivision of such government which does not participate in work on or under the contract.
3. The [recipient] agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.
4. The [recipient] further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from , or who has not demonstrated eligibility for, Government contracts and federally assisted construction

contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the [recipient] agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the [recipient] under the program with respect to which the failure or refund occurred until satisfactory assurance of further compliance has been received from such [recipient]; and refer to case to the Department of Justice for appropriate legal proceedings.

8. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) (2 CRR 200 APPENDIX II (E))
 - a. Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at the rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
9. Rights to Inventions Made Under a Contract or Agreement (2 CFR 200 APPENDIX II (F))
 - a. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
10. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended (2 CFR 200 APPENDIX II (G))

- a. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
11. Debarment and Suspension (Executive Orders 12549 and 12689) (2 CFR 200 APPENDIX II (H))
 - a. A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusion in the System for Award Management (SAM), in accordance with the OMB guidelines a 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p, 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
12. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) (2 CFR 200 APPENDIX II (I) and 24 CFR §570.303)
 - a. Contractors that apply or bid for any award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
13. See 2 CFR §200.323. (2 CFR 200 APPENDIX II (J))
14. See 2 CFR §200.316. (2 CFR 200 APPENDIX II (K))
15. See 2 CFR §200.322. (2 CFR 200 APPENDIX II (L))
16. The Federal awarding agency must establish conflict of interest policies for Federal awards. The non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy. (2 CFR 200.112)
17. The Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency

or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable. (2 CFR 200.336)

18. Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms. (2 CFR 200.321)
 - a. The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
 - b. Affirmative steps must include:
 - i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - v. Using the services and assistance as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (i) through (v) of this section.

19. Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entities must not impose any other record retaining requirements upon non-Federal entities. (2 CFR 200.334) They only exceptions are the following:
 - a. If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involved the records have been resolved and final action taken.
 - b. When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

- c. Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.
- d. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity.
- e. Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.
- f. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).
 - i. If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.
 - ii. If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

20. CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED (Texas Government Code 2252.152)

- a. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such a term in Section 2252.151(2) of the Texas Government Code.

21. PROVISION REQUIRED IN CONTRACT (Texas Government Code 2271)

- a. In between a governmental entity and a company with 10 or more full-time employees; and
- b. Has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.
- c. A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:
 - i. Does not boycott Israel; and
 - ii. Will not boycott Israel during the term of the contract.

- 22. The contract award is contingent upon the receipt of ARP Act funds. If no such funds are awarded, the contract shall terminate.

23. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. (42 U.S.C. 6201)
24. Title VI of the Civil Rights Act of 1964
 - a. The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits or, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.) as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.
25. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.
26. Age Discrimination Act of 1975
 - a. The contractor shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
27. Americans with Disabilities Act
 - a. Contractor shall not discriminate against a qualified individual with a disability and shall comply with the Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. 12101 et seq. and any property promulgated rules and regulations related thereto.
28. Conflicts of Interest
 - a. Governing Body
 - i. No member of the governing body of the County and no other officer, employee, or agent of the County, who exercises any functions or responsibilities in connection with administration, construction, engineering, or implementation of award between the Department of Treasury and the County, shall have any personal financial interest, direct or indirect, in the Contractor or this Contract; and the Firm shall take appropriate steps to assure compliance.
 - b. Other Local Public Officials
 - i. No other public official, who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering, or implementation of the ARPA award between the Department of Treasury and the County,

shall have any personal financial interest, direct or indirect, in the Contractor or this Contract; and the Contractor shall take appropriate steps to assure compliance.

c. The Contractor and Employees

- i. The Contractor warrants and represents that it has no conflict of interest associated with the ARPA award between the Department of Treasury and the County or this Contract. The Contractor further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the ARPA award between the Department of Treasury and the County or in any business, entity, organization, or person that may benefit from the award. The Contractor further agrees that it will not employ an individual with a conflict of interest as described herein.

29. Access to Records

- a. The U.S. Department of Treasury, Inspectors General, the Comptroller General of the United States, and the Texas Division of Emergency Management and the County, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Contractor which are pertinent to the ARPA award, in order to make audits, examinations, excerpts, and transcripts and to closeout the County's ARPA contract with the Department of Treasury.

30. Retainage of Records

- a. Grantees or subgrantees must retain all required records for three (3) years after grantees or subgrantees make final payments and all other pending matters are closed.

31. Termination for Cause

- a. If the Contractor fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor violates any of the covenants, conditions, agreements, or stipulations of this Agreement, the County shall have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, which shall be at least fourteen (14) days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor pursuant to this Agreement shall, at the option of the County, be turned over to the County and become the property of the County. In the event of termination for cause, the Contractor shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination.
- b. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of contract by the Contractor, and the County may set-off the damages it incurred as a result of the Contractor's breach of contract from any amounts that might otherwise owe the Contractor.

32. Termination for Convenience of the County

- a. County may at any and for any reason terminate Contractor's services and work at County's convenience upon providing written notice to the Contractor specifying the extent of

termination and the effective date. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities, and supplies in connection with the performance of this Agreement.

33. Increasing Seat Belt Use in the United States

- a. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

34. Reducing Text Messaging While Driving

- a. Pursuant to Executive Order 13513, 74 RF 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt an enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

35. Section 504 of the Rehabilitation Act of 1973. As amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.

I, Mike Record (representative's name), as a duly authorized representative of The Arkitex Studio (company's name), agree to the following and affirm that The Arkitex Studio (company's name) will comply with all requirements herein.

Exhibit B: Certification Regarding Lobbying

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

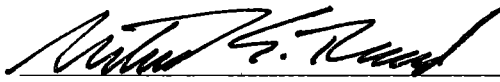
(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

The Contractor, The ARYAX Studio, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.


Signature of Contractor's Authorized Official

Mike Record, Principal
Printed Name and Title of Contractor's Authorized Official

9/29/2022
Date

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFQ) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFQ-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10.(a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

Approved by OMB
0348-0046

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

Type of Federal Action: _____ a. contract _____ b. grant _____ c. cooperative agreement _____ d. loan _____ e. loan guarantee _____ f. loan insurance	Status of Federal Action: _____ a. bid/offer/application _____ b. initial award _____ c. post-award	Report Type: _____ a. initial filing _____ b. material change
Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____, if Known: Congressional District, if known:	If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	



Arkitek
Studio

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F (979) 775-8224
www.arkitek.com



Improving Lives.

Building Community.

EXHIBIT "1"
FEASIBILITY STUDY FOR RENOVATION OF BISD BUILDING
SCOPE OF BASIC SERVICES TO BE PROVIDED

PROPOSAL

PROJECT: Brazos County Feasibility Study
BISD Administration Building

December 1, 2022. Revised December 7, 2022

The Arkitex Studio, Inc. is pleased to offer this proposal for Architectural services for the referenced project. Based on our conversations, the site visit and information provided, the following information is provided for your review:

Owner

Brazos County
200 S. Texas Avenue.
Bryan, Texas 77803

Architect

The Arkitex Studio, Inc.
308 North Bryan Avenue
Bryan, Texas 77803

Project Description

Brazos County has acquired the former BISD Administration building located at 101 N. Texas Avenue. The County would like to renovate the building to house the Public Defender office and the Adult Probation Department. The Public Defender's office may have up to 42 employees by 2028. The Adult Probation Department currently contains 47 employees. The County would like to study different options for renovation of the building. This will include exterior renovations, renovation of the first floor only and shell space on the second floor, renovation of both floors for current employees with plans for future interior renovation/expansion. A cost estimate is to be included with each of the 3 options. The existing building is approximately 16,125 sf on the first floor and 13,600 sf on the second floor.

Scope of Services

The Architect Studio proposes to provide feasibility studies and preliminary cost estimates for the options listed above. This includes evaluation of the buildings mechanical, electrical, and plumbing systems, exterior envelope condition including doors, windows and roofing, and evaluation of the existing structural system. The cost estimates are for budgeting purposes and are to include repair or replacement of the building systems as needed. Drawings will be provided for each of the 3 options.

We anticipate the duration time for the project as follows. The timelines are based on receipt of the notice to proceed and owner approval of phases.

Survey and document the existing building:	1 week
Review and modify the Owner's program of spaces:	1 week
Design floor plans and elevation layouts for Owner's approval:	6 weeks
Cost estimate based on Owner approved layouts:	3 weeks

Fee Proposal

We propose to provide the feasibility studies described above for a fixed fee of \$72,168. The cost is \$63,303 and the profit is \$8,865. The fee includes MEP engineering by Cleary Zimmerman, Structural engineering by Dudley, and cost estimate prepared by AGJCM.

Additional Services, for work beyond the original scope, shall be based on the hourly rates as set forth in the attached rate sheet. Additional Services will not be performed without written approval between the Owner and Architect.

Invoices will be sent monthly, proportionate to the work accomplished, and are payable within 30 days of the date of invoice. If not paid within 30 days, unpaid balances will accrue interest per maximum rate stated by Texas State Law.



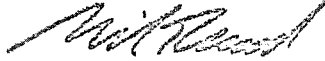
The
Arkitex
Studio, Inc.

308 N. Bryan Ave.
Bryan, TX 77803
P (979)821-2635
F (979)775-8224
www.arkitex.com

PROPOSAL: Brazos County Feasibility Study
BISD Administration Building

We are prepared to start the work immediately after receipt of the executed contract.

Signed,



Michael S. Record, AIA
Principal

Accepted

Judge Duane Peters
Brazos County Judge

The Texas Board of Architectural Examiners has jurisdiction over individuals licensed under the Architect's Registration Law, Texas Civil Statutes, Article 249A. The Texas Board of Architectural Examiners may be contacted using the following information: P.O. Box 12337, Austin, TX 78711-7337, or 333 Guadalupe, Suite 2-350, Austin TX 78701-3942, phone 512-305-9000 or on the web at www.tbae.state.tx.us.

Requirements & Exclusions

The Client is responsible for all aspects concerning existing hazardous materials. Identification and abatement of hazardous materials is not included in the Architect's scope of work. Furniture and equipment selection services are not included. The Owner shall be responsible for providing as-built drawings of the existing conditions prior to design commencing.

Terms and Conditions

Contract

Architecture/engineering services will be provided in accordance with Brazos County's standard form of agreement between County and Architect.

Standard of Care

The standard of care for architectural services provided under this agreement will be performed with the degree of skill and care ordinarily exercised by other members of the profession under similar circumstances, at the same time and in the same or a similar locale.

Limitation of Liability

In recognition of the relative risks and benefits of the Project to both the Client and the Architect, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Architect and Architect's officers, directors, partners, employees, shareholders, owners and sub-consultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Architect and Architect's officers, directors, partners, employees, shareholders, owners and sub consultants shall not exceed the Architect's total fee for services rendered on this Project. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.